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THE *Nº 67*
Grand Precedent:

OR, THE
Conveyancer's Guide and Assistant.

CONTAINING

The several distinct Parts of all Manner
of Instruments, Writings; Conveyances
and Assurances, in one Grand Deed;

A S,

The Dates; the Parties how written in
all Cases; Recitals of Deeds; Consi-
derations; Grants and Premises, and
Bequests in Wills, &c. Exceptions,
Habendums, Habendums in Trust to
Uses, &c. Reddendums, Conditions and
Proviso's; Covenants, Warranties, &c.

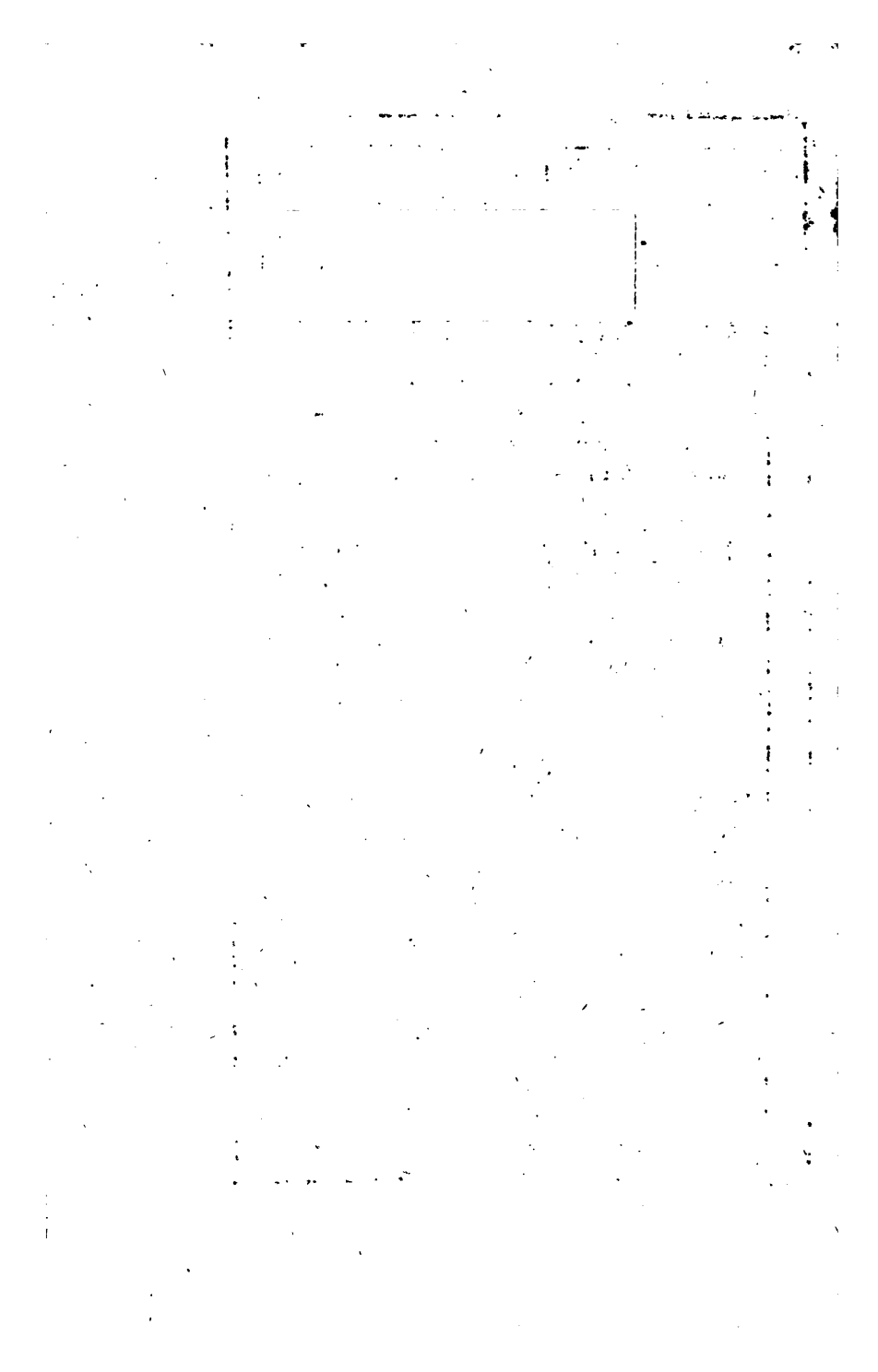
NOT ONLY

In all Common Matters, but upon the
most extraordinary Occasions, when
Things of the greatest Difficulty and
Variety have happened.

By GILES JACOB, Gent.

L O N D O N :

Printed by *Ellz. Carr*, (Executrix of *J. Carr*,
Assignee of *Edward Sayer, Esq.*;) for *Daniel Brown*,
Bernard Linter, *T. Ward*, *W. Mears*, *J. Brown* and
T. Woodward, 1716.



T H E

P R E F A C E.

NO experienc'd Conveyancer can be suppos'd ignorant in placing and connexing the particular Parts of a Deed or Conveyance, but it may be presum'd that the Memory of every Practiser, (tho' of good Judgment) may not be sufficient to retain and exactly remember every Covenant and Part of a Deed, especially when it is of great length, and that his Experience may not fully enable him to draw an uncommon Draught without some Assistance, at least not without much Labour and Difficulty : I have therefore compiled this Volume as a Remembrancer of what a

The PREFACE.

veyancer may have some Knowledge of, and as a Guide and Information in many special Cases, that he may not have met with in Practice; and it will be particularly useful as an itinerant Library, or Office, to assist the Conveyancer when he is absent from home, whereby he hath not the Benefit of his Papers, and even at home in his Office it will be no less Useful when the Business in Hand is very uncommon and extraordinary, or (as the Case often happens) he cannot turn to an entire Precedent suiting his Occasion.

Some Attorneys there are who advance Notions, That Forms of Covenants in Deeds, or of Deeds themselves, are useless, and pretend to draw a Deed or Conveyance according to Law, without any Assistance from Precedents,

The PREFACE.

cedents; and on that Foundation disregard the Methods observed by experienced Practitioners; which, however despised by the unthinking, must be esteem'd by the careful and prudent Practiser, as a sure Directory, if not essential: But these opiniated Gentlemen, after struggling with great Difficulties, have frequently found themselves mistaken in their Designs to the prejudice of their Clients, as well as the Injury of their Reputations, and been at last obliged to resort to Precedents, for the Dispatch of their Affairs; with the exactness that is necessary; as Precedents certainly compleat the Man of Business, and are of the greatest Use where a Person is not entirely govern'd by them, and has Sense enough to make a proper Application.

The PREFACE.

I have heard able Conveyancers often own, that the infinite variety in the Business of Conveyancing makes it absolutely necessary for every Practiser to have a good Collection of Precedents, at least of special Matters; either for his immediate Use and Direction in Drawing, or for comparing with the Draught when perfected; which Collection is not in the Power and Inclinations of every Clerk, or young Attorney to procure; for if they have Opportunities, the Labour oftentimes proves a great Discouragement, tho' it has been my good Fortune to have great Opportunities, and not to want Industry to use them: These Considerations (with a due regard to my own Improvement in turning over all my Draughts, Papers, Manuscripts,
C*c*

The PREFACE.

Sec. and in reducing them to Methods, and preparing many new Instruments) prevail'd with me to undertake and publish Works of this Nature; and since my Precedents both in my accomplish'd Conveyancer, and in this Volume, are entirely new and of the best sort, I doubt not but the Variety and Method contained in the former, make it compleatly useful to all young Practisers, as this will appear to be, to Men of riper Years and Experience.

I hope this Work will not be disesteem'd for containing the Dates and Parties in Deeds: As those Things are small in themselves, and consequently every Practiser of a tollerable Knowledge may be suppos'd to be acquainted with them, the Author thought it necessary to insert

The P R E F A C E.

sert some Things under those Heads, as also some other common Matters to make the Grand Precedent compleat; but they take up a very small part of this Volume, and therefore 'tis hoped the whole will not suffer in its Reputation for the sake of a few Pages.

Giles Jacob.

T H E

THE
CONVEYANCER'S
GUIDE, &c.

Dates of Deeds.

THIS Indenture made the first Day *Date to the be-*
of September, in the Year of our *ginning of a*
Lord one thousand seven hun- *Deed.*
dred and fifteen, and in the se-
cond Year of the Reign of our Sovereign
Lord George, (by the Grace of God) King
of Great Britain, France, and Ireland, De-
fender of the Faith, &c.

In Witness whereof, the Parties above *Date at the end*
named, have to these Presents put their *of a Deed Poll.*
Hands and Seals, the first Day of September,
in the second Year of our Sovereign Lord
George, King of Great Britain, &c. and in the
year of our Lord one thousand seven hun-
dred and fifteen

B

Or,

The Conveyancer's Guide, &c.

Or thus: In Witness whereof, I the said *A. B.* have hereunto put my Hand and Seal the first Day of *September*, in the second Year of the Reign of *King George* over *Great Britain, &c.*

Date in the beginning of a W. R.

In the Name of God, *Amen.* I *A. B.* of *&c.* being sick in Body, but of sound Mind and Memory, *&c.* do this first Day of *September*, in the second Year of the Reign of our Sovereign *Lord George* (by the Grace of God) of *Great Britain, France, and Ireland*, King, Defender of the Faith, *&c.* and in the Year of our Lord 1717, make and publish this my last Will and Testament *&c.*

Parties in Deeds, how written.

Common Parties.

Son and Heir of a Party, many Persons living in one Place, &c.

Baronet and his Wife, and Daughter, &c. Parties.

Between *A. B.* of the Parish of, *&c.* in the County of, *&c.* Gent. of the one Part, and *C. D.* of the Parish of, *&c.* in the County of, *&c.* Yeoman, of the other Part; *A. B.* of, *&c.* Esq; and *C. B.* of, *&c.* eldest Son and Heir of the said *A. B.* of the Body of *D.* his late Wife, deceas'd, begotten, of the one Part; and *C. D.* Merchant, *E. F.* Ironmonger, *G. H.* Soap-boiler, and *J. K.* Grocer, all of the City of, *&c.* of the other Part.

Sir A. B. of, *&c.* Baronet, and *Dame E.* his Wife, (one of the Daughters of, *&c.* late of, *&c.* deceas'd) of the first Part; *C. D.* of *&c.* Esq; and *M.* his Wife (one of the Daughters of the said *Sir A. B.* and of *E.* his Wife) of the second Part; and *J. T.* and *W. E.* both of, *&c.* Gent. of the third Part.

The Controversy, &c.

3

A. B. the elder of, &c. Esq; of the one *Heir Apparent,*
Part; and *A. B.* the younger of, &c. Son, &c.
and Heir Apparent of the said *A. B.* the
elder, of the other Part.

A. B. of, &c. and *E.* his Wife, sole Daugh- *Daughter, Heir*
ter and Heir of *L. M.* late of, &c. of the
one Part; and *C. D.* of, &c. of the other
Part.

A. B. of, &c. Clerk, the present Rector *A Clergyman*
and Incumbent of the Rectory of the Parish *and Widow,*
of, &c. (or Vicar of, &c.) of the one *Parties.*
Part; and *C. D.* Widow and Relict of *L. D.*
Clerk, deceased, late Rector of the said
Church, and also Executrix of his Last Will
and Testament, of the other Part.

The Right Reverend Father in God *G.* *A Bp. Party.*
By Divine Providence, Lord Bishop of, &c.
of the one Part; and *C. D.* of, &c. Esq; of
the other Part.

The Right Honourable *T.* Lord *A.* Baron *A Lord, Party.*
of, &c. (or *T.* Earl of,) &c. of the one Part;
and Sir *A. L.* of, &c. Knt. of the other Part.

The most Noble *H.* Duke of *N.* Earl of *A Duke, Party.*
&c. Baron of, &c. and &c. of the one Part;
and *J. L.* of, &c. Esq; of the other Part.

The Right Honourable *A. B.* Esq; (com- *A reputed Lord,*
monly called the Lord *S.*) and the Right *a Judge, Ser-*
Honourable Sir *C. D.* of, &c. Knt. of the *jeant at Law,*
first Part; the Right Honourable Sir *J. P.* *Citizen of*
Knt. Lord Chief Justice of his Majesty's *London, &c.*
Court of *King's Bench*, *M. B.* Esq; Serjeant
at Law, of the second Part; Sir *E. F.* of, &c.
Baronet, of the third Part; and *G. H.* Ci-
tizen and Merchant-Taylor of *London*, of
the fourth Part.

*Master of a
Ship, a Mar-
chant.*

A. B. of, &c. Mariner, Master and Owner of the good Ship or Vessel called, &c. of the Burthen of One Hundred and Fifty Tuns, or thereabouts, of the one Part; abid
C. D. of &c. Merchant, of the other Part.

*A Widow, and
Brother of an
Heir, &c. Par-
ties.*

M. B. Widow, Relict and late Wife of *J. B.* late of, &c. Esq; deceas'd, and *L. B.* of, &c. Brother and Heir of *G. B.* deceas'd, (who was eldest Son and Heir of the said *J. B.* and of the said *M. B.*) of the first Part; *E. J.* of, &c. Esq; Son and Heir of Sir *G. J.* Knt. deceas'd, of the second Part; and *W. B.* of &c. Gent. of the third Part; (or *M. B.* of &c. Widow, late Wife of, &c. and heretofore the Wife and Executrix of, &c.)

*Executrix, Admi-
nistratrix de
Bonis bonis, &c.
reluct's Widow,
Parties.*

A. B. of, &c. Sole acting Executor nam'd in the Last Will and Testament of *E. B.* of, &c. deceas'd (who was sole acting Executrix of the Last Will and Testament of *J. B.* of, &c. also deceas'd) of the first Part; *C. D.* of &c. Esq; of the second Part; and Dame *E. F.* of, &c. Administratrix of the Goods, Chattels, and Personal Estate of, &c. deceas'd, and also Administratrix de Bonis bonis of, &c. late of, &c. deceas'd, by the said, &c. unadministr'd, of the third Part; (or *E. F.* Administrator, with the Will annexed, or Executrix of the last Will and Testament of the said, &c. with the Will of the said, &c. annexed.)

Will annexed.

*Spinster, Sister
and Co-heir,
Party.*

E. B. of &c. Spinster, sole Sister of *A. B.* late Wife of, &c. deceas'd, which said *E.* and *A.* were the Sisters and Co-heirs of *A. B.* late of, &c. Esq; deceas'd, of the one Part; and *C. D.* of, &c. Gent. of the other Part.

A. B.

The Engagement's Ending, &c.

3

A. B. of, &c. Son and Heir of C. B. late of, &c. deceas'd, on the Body of E. his Wife begotten, (which said C. B. was Son and Heir of L. B. deceas'd, on the Body of A. his Wife begotten) of the first Part; C. D. of, &c. E. F. of, &c. Executors of the Last Will and Testament of, &c. late of &c. deceas'd, and G. H. of, &c. Residuary Legatee, named in the Last Will and Testament of the said, &c. his late Father, deceas'd, of the second Part; and L. M. of, &c. of the third Part.

Heir to Tail, Executors, Residuary Legatee, Parties.

A. B. late of, &c. but now of, &c. Son and Heir, and also Executor of the Last Will and Testament of T. H. late of, &c. deceas'd, of the one Part; and C. D. of, &c. of the other Part.

Heir and Executor in one Person.

A. B. of, &c. of the first Part; E. B. of, &c. Widow, Relict and Executrix of the Last Will and Testament of T. B. late of, &c. deceas'd, E. F. Merchant, and G. H. Grocer, both of &c. (Overseers appointed in and by the said Last Will of the said T. B.) and W. B. Gent, Son of the said A. B. of the second Part; and L. M. of, &c. and T. L. of, &c. surviving Trustees of, &c. late of, &c. deceas'd, of the third Part; and T. N. of, &c. of the fourth Part.

Relict and Executrix, and Overseers of a Will, Trustees, &c. Parties.

A. B. of, &c. Esq; of the first Part; E. B. of, &c. Esq; Nephew of the said A. B. and D. his Wife, of the second Part; G. D. of, &c. and E. F. of, &c. of the third Part; and G. H. of, &c. and &c. of the fourth Part.

Nephew, Party.

A. B. of, &c. Gent of the first Part; C. D. of, &c. Cousin and Heir of N. D. deceas'd, and also Brother and Heir of L. D. who was

Cousin and Heir &c. Parties.

The Countess of ...

eldest Son and Heir of ... the eldest Brother of the said ... of the second Part; and ... of the third Part.

Grandson, and
Heir, &c. Part
ter.

to ... of ... Gent. Son and Heir of, &c. and Grandson and Heir of ... late of, &c. deceased, and of ... Wife of the said ... which said ... was Sister and Heir of, &c. late of, &c. deceased, and ... Wife of the said ... Party to these Presents, of the first Part; ... Gent. Son and Heir Apparent of, &c. of the second Part; ... of, &c. Gent. and ... Spinster, one of his Daughters, of the third Part; ... of, &c. and ... of, &c. of the fourth Part; and ... of, &c. of the fifth Part.

Only Child.

... of, &c. ... D. B. his Wife, and ... Spinster, only Child of the said ... by the said ... his Wife, of the first Part; ... of, &c. ... of, &c. of the second Part; ... of, &c. and ... of ... Son and Heir Apparent of the said ... of the third Part; and ... of, &c. of the fourth Part.

Parties in a
Settlement.

Sir ... of ... Bart. and Dame ... his Wife, of the first Part; ... Esq; eldest Son and Heir Apparent of the said Sir ... on the said Dame ... begotten, and ... Wife of the said ... who is eldest Daughter of Sir ... late of, &c. Bart. deceased, on the body of Dame ... his Wife, begotten, and one of the Sisters and Co-heirs of Sir ... her late Brother deceased, of the second Part; ... Gent. and ... of, &c. Gent. of the third Part; the said Dame ... Widow, the late Wife and ... and also Administrator of the Goods

and Chattels of the said Sir J. C. Barr. her late Son deceas'd, and T. E. of, &c. Esq; of the fourth Part; and W. B. of, &c. Esq; and T. B. of, &c. Gent. &c. of the fifth Part.

Recitals of Deeds, &c.

W Hereas the said A. B. either in her ^{Possessed of} own Right, or as Executrix of her ^{Lands, Goods,} late Husband C. B. deceas'd, stands possessed ^{and Debts.} of, and interested in several Messuages, Lands, Tenements, Goods, and Chattels, and of several Debts owing to her by Bond and simple Contract, &c.

Whereas the said A. B. by virtue of the ^{Seized of Lands} Will of C. B. late of, &c. deceas'd, or other- ^{in Fee, and pos-} wise, is seized to her and her Heirs, in Fee- ^{sessed for a} simple, of and in all that Messuage or ^{Term.} Tenement, with the Appurtenances, situate and being in, &c. And whereas the said A. B. is also possessed of, or interested in, for the remainder of a Term of 99 Years, &c. if the said A. B. &c. or either of them, shall live so long, of and in one Messuage or Tenement, with the Appurtenances, situate, &c. in the Possession of, &c. by virtue of one Indenture of Lease thereof, granted by T. E. of, &c. Esq; to the said A. B. &c.

Whereas the said A. B. is and standeth ^{Seized of Lands} seized in Fee Tail, with several Remainders ^{in Fee Tail, &c.} over, of and in the Tenements herein-after mention'd, and hath contracted with the said C. D. for the Sale to him and his Heirs of the said Tenements, with the Appurtenances, and of a good and indefeasible Estate of Inheritance in Fee Simple therein, for the Sum of, &c.

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which on the part and behalf of him the said A. B. his Heirs, Executors, Administrators and Assigns, or any of them, were, or ought to be observed, performed, fulfilled and kept, according to the true intent and meaning of the same Indenture in the said recited Condition mentioned; as in and by the said recited Obligation, and the Condition thereof, more fully and at large it doth and may appear.

Recital of a Bond to apply Money to the use of a Merchant.

Whereas the said A. B. in and by one Bond or Obligation, bearing Date, &c. became bound unto the said C. D. in the penal Sum of 500 l. conditioned for the Payment of 250 l. with usual Interest, unto the said C. D. in and upon, &c. next ensuing the Date thereof; to be applied and disposed to, for and upon such Ends, Intents, Trusts, and Purposes, as were agreed and declared in and by certain Articles of Agreement, bearing Date, &c. then last past; and made between, &c. as by the said Obligation and the Condition thereof, may more fully appear.

Recital of a Statute-Staple.

Whereas A. B. and C. D. both of, &c. Merchant-Tailors, in and by one Recognizance, in the Nature of a Statute-Staple, bearing Date, &c. taken and acknowledged before Sir T. P. Knt. Chief Justice of the Court of Common-Pleas at Westminster, are and stand bound unto E. F. Citizen and Merchant-Taylor of London, in the Sum of 1000 l. of, &c.

Recital of a Statute-Merchant.

Whereas the said A. B. by one Recognizance, or Writing Obligatory, in nature of a Statute-Merchant, bearing Date, &c. taken

taken and acknowledged at the Town of *Souhampton*, before C. D. Esq; Mayor of the same Town; and before E. L. Esq; assigned Clerk for the taking of Recognizances for Debts, within the said Town and Borough of, &c. according to the form of Statute-Merchant, standerh bound unto the said T. L. in the Sum of, &c. payable as by the said Recognizance, or Writing Obligatory, may appear.

Whereas the said A. B. in and by one *Author of the same.* Statute-Merchant, bearing Date, &c. and acknowledged before C. D. Esq; Mayor of the City of, &c. and Keeper of the greater part of the Seal of the Statute-Merchant, within the said City; and E. L. Gent. Clerk there, and Keeper of the lesser part of the Seal of the Statute-Merchant there appointed, is become bound unto the said T. L. in the Sum of 100 l. payable on, &c. as in and by the said Statute-Merchant more fully may appear.

Whereas heretofore (that is to say) in *Recital of a Hillary Term.* in the 14th Year of the Reign of our late Sovereign Lady Queen *Anne*, &c. the said A. by the Name of A. B. in Her then Majesty's Court of *Queen's Bench, Westminster*, did obtain and recover against the said C. D. one Judgment for 1000 l. Debt, besides Costs of Suit, as by the Records of the said Court may appear.

Whereas the said A. B. deceased, in his *Recital of several Judgments.* Life-time (that is to say) in *Michaelmas* Term, in the Year of the Reign, &c. did in Her Majesty's Court of *Queen's Bench at Westminster*, obtain and recover against C. D. Gent.

Gent: the several Judgments following, for the Recovery of the several Sums of Money hereinafter expressed; (that is to say) One Judgment for 500*l.* Debt, besides Costs of Suit; one Judgment for 200*l.* Debt, besides Costs of Suit; and one Judgment for 20*l.* as by the Records of the said Court of King's Bench may more fully appear.

Recital of an Extent and Inquisition.

And whereas afterwards the said A. B. sued out an Extent on the said Recognizance, directed to the Sheriff of, &c. bearing Date, &c. whereby the said Sheriff was commanded that all the Lands and Tenements in his Bailiwick, whereof the said C. D. was at the time of entering into the said Recognizance, or at any time after, seized, should be inquired into, and the Values ascertain'd, and should cause the same to be delivered to the said A. B. at a reasonable Price and Extent; To hold to him the said A. B. and his Assigns, as his Freehold, according to the Form of the Statute in that Case made and provided, until his said Debt, together with his Damages and Costs, should be fully levied; as by the said Extent, duly filed, may appear.

Inquisition.

And whereas upon an Inquisition, taken at, &c. on, &c. it was (amongst other things) found that the said C. D. was seized in his Demesne as of Fee, at the time of the entering into the said Recognizance, and at the time of taking the said Inquisition, of and in one Messuage, &c. with the Appurtenances, situate in, &c. then or then late in the Tenure or Occupation of, &c. of the clear yearly Value above Reprieses of

of, &c. And also of and in one Piece or Parcel of Ground in, &c. then or then late in the Possession of, &c. Which said Messuage, Lands and Premises, the said Sheriff, on the Day of taking the said Inquisition, caused to be delivered to the said A. B. by virtue of the said recited Extent and Inquisition; To hold to the said A. B. and his Assigns, as his Freehold, according to the Form of the Statute in that case made and provided, until his said Debt and Damages, together with the Costs and Charges, should be fully levied.

Whereas the King's Majesty's Commission *Recital of a Commission of Bankrupt.* under the Great Seal of Great Britain, granted upon the several Statutes made concerning Bankrupts, bearing Date, &c. hath been awarded against A. B. of, &c. Merchant, and directed to the said G. J. T. and J. F. &c. thereby giving full Power and Authority unto the said Commissioners, or three of them, whereof the said G. J. or J. O. to be one, to execute the same; as by the said Commission, relation being thereunto had, the same doth and may more fully appear.

And whereas the said Commissioners having begun to put the said Commission in Execution, upon the Examination of Witnesses, and other good Proofs upon Oath before them taken, have found and discovered that the said A. B. at the time, and since he became a Bankrupt, as aforesaid, was possessed of, or interested in, or well intitled to, divers Goods, Wares, Merchandizes, Household-stuff, &c. mentioned in

in the Schedule indented, hereto annexed. And whereas the said Commissioners do further find, that there are divers Debts, Sums and Sums of Money, due and owing to the said A. B. and his Estate, by and from several Persons; the Particulars of which said Debts, and the several and respective Persons Names, that do severally and respectively owe the same, are also mentioned, set down, and expressed in the said Schedule hereto annexed.

*Recital of a
Letter of At-
torney to the
said A. B.*

Whereas the said A. B. by his Writing, under Hand and Seal, or Letter of Attorney, bearing Date, &c. hath made, constituted and appointed the said C. D. his lawful Attorney, to demand, recover, and receive, in the Name and to the Use of the said A. B. by all lawful Ways and Means whatsoever, of and from all and every Person and Persons, whom it doth or may concern, all such Rents, and Arrearages of Rents, and Sums of Money, as are due and payable unto the said A. B. for all and every his Messuages, &c. situate, &c. with such further Powers and Authorities, as are needful and convenient for the recovering and receiving the same; as in and by the said Letter of Attorney more at large may appear.

*Recital of an
Indenture of
Apprenticeship.*

Whereas the abovebound A. B. by Indenture of Apprenticeship, bearing Date, &c. hath put himself Apprentice unto, &c. with him to dwell and serve as his Apprentice, from, &c. unto the full End and Term of, &c. from thence next ensuing, and fully to be compleat and ended, as by the same Indenture

Indenture of Apprenticeship, more at large appears.

Whereas the said *A. B.* in and by one *Recital of a Paper-Writing, or Deed-Poll, bearing Bargain and Sale of Goods.* Date, &c. did Grant, Bargain and Sell, unto the said *C. D.* his Executors, Administrators and Assigns, to hold as his and their own proper Goods for ever, all and singular the Goods, Implements, and Utensils of Household, &c. then remaining and being in certain Messuage, &c. called, & situate, &c. and particularly mention'd in the Schedule annexed to the said Deed-Poll; and also the Schedule annexed to these Presents, as may appear.

Whereas *A. B.* late of, &c. Esq; decess'd; *A short Recital of a Father of the said A. B. in his Life-time, in Deed-Poll.* and by one Indenture, bearing Date, &c. for the Considerations therein mention'd, did Demise, Grant and to Farm let unto *C. D.* of, &c. all that Messuage, &c. situate, &c. with the Appurtenances: To hold to the said *C. D.* for the Term of 99 Years; if, &c. or any or either of them, should happen so long to live.

Whereas *A. B.* of, &c. Esq; by his Indenture of Lease, bearing Date, &c. for the *Another of the same.* Considerations therein mention'd, hath demised and granted unto the said *C. D.* his Executors, Administrators and Assigns, all that Messuage, &c. To hold from the Day of the Date of the said Indenture, for and during and unto the full End and Term of 99 Years, if he the said *C. D.* &c. or any or either of them, shall so long live; at and under the yearly Rent of, &c. at and

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and by the said Indenture more fully and at large doth appear.

*Short Recital
of a Lease and
Assignment
thereof.*

Whereas the above-named *A. B.* holdeth by Lease, a Messuage or Tenement, with the Appurtenances, situate, &c. for a certain Term of Years, and under a certain Rent mention'd in one Pair of Indentures, bearing Date, &c. made between, &c. as by the same Indentures may more fully appear. And whereas the above-bound *C. D.* for good and valuable Considerations, hath assigned and transferred unto the above-named *A. B.* all his Right, Title, and Interest, of in and to a certain Messuage, situate, &c. in the Possession of, &c. held by the said *C. D.* by Lease from *W. B.* of, &c. Esq;

*Short Recital
of an Indenture
of Release or
Conveyance.*

Whereas the above-bound *A. B.* by his Indenture of Release, bearing Date, &c. for the Considerations therein mention'd, hath granted, bargained, sold, released, and confirmed unto the above-named *C. D.* his Heirs and Assigns for ever, one Messuage or Tenement, with the Appurtenances, in, &c. as the same in the said Indenture is particularly mention'd and express'd; as in and by the same Indenture, Relation being thereunto had, may more fully appear.

*Recital of a
Grant of an
Annuity.*

Whereas *A. B.* of, &c. Esq; by Indenture, bearing Date, &c. for the Considerations therein mention'd, did give, and grant, unto the said *C. D.* one Annuity, or yearly Rent of 20 *l.* to be issuing and going out of all the Manor of, &c. of him the said *A. B.* situate, &c. To hold, receive and enjoy the said Annuity, or yearly Rent of 20 *l.* to the

the said C. D. his Executors and Assigns, for and during the natural Life of the said A. B. payable at two of the most usual Feasts, &c. as in and by the said Indenture, may more fully appear.

Whereas the said A. B. is now lawfully possessed of, and intitled unto one Annuity of 20 l. per Ann. by virtue of an Order, bearing Date, &c. the Number of which Order is, &c. and made in Pursuance of an Act of Parliament made in the Year of the Reign, &c. entitled, &c. which said Annuity is payable, and to be paid by four equal quarterly Payments, for and during the Term of 99 Years, commencing from, &c.

Retail of Title to Annuities issuing out of Funds, by virtue of an Act of Parliament.

Whereas A. B. of, &c. being possess'd of, and entitled unto two several Annuities of 50 l. per Ann. each, by virtue of two several Orders, bearing Date, &c. the Numbers whereof are, &c. and made in Pursuance of an Act of Parliament pass'd, &c. entitled, &c. and to be paid, &c. for the Term of 99 Years, &c. He the said A. B. being so possess'd, in and by one Indenture, bearing Date, &c. made between the said A. B. of the one Part; and C. D. of, &c. and E. F. of, &c. of the other Part; hath assigned and transferred the said two several Annuities, and the Talleys and Orders made out thereupon, and all his Estate and Interest therein, unto the said C. D. and E. F. To hold to them their Executors, Administrators and Assigns, to, for and upon the several Trusts therein mention'd, and herein after express'd, (viz.) in Trust to permit and suffer the

The Conveyance's Duty, &c.

said A. B. and his Assigns, to receive and take one of the said Annuities of 50 *l.* per Ann. for and during the Term of his natural Life; &c. And as to the other Annuity, &c. in Trust for, &c. as in and by the said Indenture may more fully appear.

Recital of a Gift of a Rent-Charge

Whereas the said A. B. in and by his Last Will and Testament in Writing, bearing Date, &c. did give unto the said C. D. one Annuity or yearly Rent-Charge of 50 *l.* per Ann. issuing and payable out of one Messuage, &c. situate, &c. for and during the Term of his natural Life.

Recital of an Assignment of Lands, for securing a Rent-Charge, with a Clause of Redemption, &c.

Whereas by Indenture, bearing Date, &c. made between the said A. B. of the one Part; and one C. D. the said E. F. &c. of the other Part; reciting therein, that whereas the said A. B. as Administrator of T. B. then dead lawfully possessed and interested for the remainder of several Terms, then to come and unexpired, of and in all that Messuage, &c. He the said A. B. for the Considerations therein mention'd, did Grant, Bargain and Sell, Assign and Set over unto the said C. D. and E. F. all and singular the said Messuage, Tenement, and Premises above recited, and every Part and Parcel thereof, with the Appurtenances; together with the Leases thereof, and all Writings concerning the same; and all his Estate, Term, and Interest therein, to hold to them the said C. D. and E. F. their Executors, Administrators and Assigns, for and during all the rest and residue of the said several Terms and Estates, which he the said A. B. then had of, in and to the same.

same. In which said recited Indenture, there is a Clause to the Effect following: (that is to say) That he the said *A. B.* should and might, during the remainder of the said several Terms, which were then to come, receive, have and take out of the said Premises above mention'd, one Annuity, or yearly Rent-Charge of 20 *l.* of *Gr.* payable and to be paid, in and upon the 25th Day of *March*, the 24th Day of *June*, the 29th Day of *September*, and the 21st Day of *December*, by even and equal Portions. And that if the said Annuity, or yearly Rent-Charge, should be unpaid in part or in all, by the space of 21 Days, next after any or either of the said Days, and times of Payment thereof; That then and so often it should and might be lawful to and for the said *A. B.* or his Assigns, into the said Premises, or into any part thereof, to enter and distrain, and the Distress and Distresses then and there found, to take, lead, drive, carry away, and impound, and to detain and keep, 'till the said Annuity, and the Arrears thereof, (if any should be) should be fully paid and satisfied.

The Clause of Distress.

Whereas the Mannor, Messuages, Lands, Tenements and Hereditaments herein after mention'd, are in Mortgage to the said *A. B.* for securing the Payment of 500 *l.* with Interest by the said *C. D.* to the said *A. B.*

Recital of Lands, being Mortgaged.

Whereas by Indenture, bearing Date, &c. made between the said *A. B.* of the one Part; and the said *C. D.* of the other Part; he

*Recital of a Mortgage of Lands for 500 *l.* there.*

The Indenture, &c.

the said *A. B.* for the Considerations therein mention'd, did Demise, Grant, Bargain and Sell, unto the said *C. D.* all that Messuage, *&c.* situate, *&c.* to hold unto the said *C. D.* his Executors, Administrators and Assigns, from the Date of the said Indenture, for the Term of *100* Years, thence next ensuing; at and under the yearly Rent of One Pepper-Corn, if demanded; Defensible on Payment of the Sum of, *&c.* on, *&c.* as in and by the same Indenture may more fully appear.

Another Recital Whereas by Indenture, bearing Date, *&c.* of a Mortgage made between *A. B.* of, *&c.* of the one Part; and *C. D.* of, *&c.* of the other Part. He the said *A. B.* in Consideration of the Sum of, *&c.* therein mention'd to be paid by the said *C. D.* and which was accordingly paid, did Grant, Bargain, Sell and Demise unto the said *C. D.* all that Messuage or Tenement, *&c.* situate, *&c.* and the Reversion and Reversions, Remainder and Remainders of all and singular the said Premises, and of every Part and Parcel thereof. To be had and holden unto the said *C. D.* his Executors, Administrators and Assigns, from the Day next before the Day of the Date of the said recited Indenture, unto the full End and Term of *500* Years, from thence next ensuing; and fully to be compleat and ended, without Impeachment of or for any manner of Waste; at and under the yearly Rent of One Pepper-Corn, payable upon the Feast of the Nativity of St. John Baptist; (only if the same should be demanded) which said recited

recited Indenture was, by a Proviso on Condition therein contained, made Defeasible, on Payment of the Sum of, &c. at a Day long since past; as in and by the same Indenture may more fully appear.

Whereas the within named *A. B.* having failed in Payment, not only of the Principal Sum of 500*l.* secured by the within written Indenture, but also of all Interest due for the same, ever since the Date of the within written Indenture. And the said *A. B.* stands also indebted to the within named *C. D.* in the further Sum of 100*l.* so that upon an Accompt now made up between the said *A. B.* and *C. D.* of and concerning the Interest of the said 500*l.* and also the said 100*l.* there remains justly due and owing from the said *A. B.* to the said *C. D.* the Sum of 160*l.* And the said *A. B.* having not Money to pay the same, hath requested the said *C. D.* that the said 160*l.* may be added to the said Sum of 500*l.* within secured and made Principal, whereto the said *C. D.* hath consented.

Whereas *A. B.* of, &c. by his Indenture of Mortgage, under his Hand and Seal, bearing Date, &c. did Demise, Grant, Bargain and Sell, unto *C. D.* of, &c. all that Messuage, &c. situate, &c. and the Reversion and Reversions, Remainder and Remainders, Rents, Issues and Profits thereof; and all the Estate, Right, Title, Interest, Property, Claim, and Demand whatsoever, of him the said *A. B.* of, in and to the same, or any Part or Parcel thereof; To be had and holden unto the said *C. D.* his

his Executors, Administrators, and Assigns, from the Date thereof, for and during the Term of 1000 Years, from thence next ensuing, and fully to be complete and ended, at and under the yearly Rent of, &c. In which said recited Indenture, there is a Proviso or Condition contained, for the making void the same, by and upon Payment to have been made by the said A. B. his Heirs, Executors or Administrators unto the said C. D. his Executors, Administrators or Assigns, of the Sum of, &c. and the lawful Interest thereof at, or upon, &c. next ensuing the Date thereof; as in and by the said recited Indenture (relation being thereunto had) will more fully appear.

Failure of Payment.

And whereas failure of Payment was made of the said Sum of, &c. and the Interest thereof, contrary to the true meaning of the said Proviso; by means whereof, the Premises above-mentioned became forfeited to the said C. D. and his Estate and Interest therein, for the remainder of the said Term of 1000 Years, became in Law absolute.

Assignment of the Mortgage.

And whereas in and by one Indenture Tripartite, bearing Date, &c. made between the said C. D. of the first Part; the said A. B. of the second Part; and E. F. of, &c. of the third Part; reciting therein in Effect, as is herein before recited. And reciting also, That he the said C. D. in Consideration of the Sum of, &c. to him in hand paid by the said E. F. at the Request, and by the Consent and Direction of the said A. B. testified by his being a Party thereto, and executing thereof. He the said

said C. D. by the like Consent and Direction of the said A. B. testified as aforesaid; did Bargain, Sell, Assign, Transfer, and Set over unto the said E. F. his Executors, Administrators and Assigns, all and singular the said Messuage, Lands and Premises above recited to have been granted unto the said C. D. in and by the said recited Indenture; and all the Estate, Right, Title, Interest, Property, Claim and Demand whatsoever, of him the said C. D. his Executors, Administrators and Assigns, of, in and to the same Premises, or any Part or Parcel thereof, together with the said recited Indenture, and all other Deeds, Evidences, and Writings, which the said C. D. had, touching or concerning the same: To be had and holden unto the said E. F. his Executors and Administrators, from the Date thereof, for and during all the rest, residue and remainder of the above recited Term of 1000 Years therein then to come and unexpired. And the said A. B. for the Considerations aforesaid, and of the Sum of, &c. to him in hand also paid by the said E. F. did Grant, Ratify and Confirm unto the said E. F. his Executors, Administrators and Assigns, the aforesaid Messuage and Premises, and all his the said A. B.'s Estate, Right, Title, Interest, Property, Claim and Demand whatsoever, as well in Law as Equity, of, in and to the same, or any part thereof: To be had and holden unto the said E. F. his Executors, Administrators and Assigns, for and during the remainder of the said Term of

Ratify and Confirm.

*Habund dis-
charg'd of for-
mer Proviso.*

1000 Years, then, to come and unexpired, absolutely acquitted and discharged, of and from the Proviso or Condition above mention'd; and of and from all Power, Benefit and Equity of Redemption of the same Premises, by means thereof; which said last recited Indenture was Defeasible on Repayment by the said A. B. to the said E. F. of the said Sum of, &c. with the Interest thereof, at a certain Day therein mention'd, then, to come, and now long since past; as in and by the same Indenture may more fully appear.

*Recital of a
Mortgage for a
Term of 1000
Years, and of
an Assignment
of the Mort-
gage, after an-
other manner.*

Whereas A. B. of, &c. in and by one Indenture, bearing Date, &c. in consideration of the Sum of, &c. therein mention'd, to be paid to him by C. D. late of, &c. did Bargain, Sell, Demise, Grant and to Farm, let and let unto the said C. D. in his Lifetime, his Executors, Administrators and Assigns, all that Messuage, &c. To be had and holden unto the said C. D. his Executors, Administrators and Assigns, for and during the Term of 1000 Years thence next, and immediately ensuing and following, fully to be compleat and ended, without Impeachment of or for any manner of Waste, by and under the yearly Rent of a Pepper-Corn; which said Indenture was nevertheless Defeasible, on Repayment of the said, &c. with Interest for the same, at certain Days and times in the same Indenture expressed, and now past; as in and by the said recited Indenture may more fully appear. And whereas failure being made in Payment of the said, &c. and Interest at the

the times in the Proviso or Condition in the said recited Indenture mention'd; the Estate and Term thereby granted, became in Law absolute. And whereas in and by *The Assent.* one Indenture Tripartite, bearing Date, &c. made between the said A. B. of the first Part; T. E. of, &c. and E. his Wife, sole Daughter and Administratrix *de bonis non*, of the Goods and Chattels of the said C. D. of the second Part; and the said E. F. of third Part; reciting therein in Effect, as is herein before recited: And reciting further, that the said C. D. died Intestate, and Letters of Administration of his Goods and Chattels, were in due form of Law granted and committed to T. D. his Son, who afterwards died also without making any Disposition of the said Term, or any Alteration of the Estate thereby granted; and that after his Decease, Administration *de bonis non*, of all and singular the Goods and Chattels, Rights and Credits, whereof the said C. D. died possessed, by the said T. D. unadministred, were in due form of Law granted and committed to the said A. Wife of the said T. E. as might appear. And reciting farther, that the said T. E. and A. his Wife, had that Day accompted with the said A. B. for the Principal and Interest then remaining due and owing on the said recited Indenture of Mortgage. And upon a just Accompt made, there remained due and owing to the said T. E. and A. his Wife, for Principal and Interest, the Sum of, &c. The said A. B. did Release and

The Conveyance's Title, &c.

*Release of the
Proviso.*

*Assign and set
over, ratify
and confirm,
&c.*

*Recital of ha-
ving occasion to
borrow Money,
and Mortgage
of a Capital
Messuage, &c.
for 2000 Years
without Im-
pachment of
Wife.*

Release unto the said T. E. and A. his Wife, the Proviso or Condition in the said recited Indenture contained, and all Benefit and Equity of Redemption of the said Premises, by virtue or colour thereof. And the said T. E. and A. his Wife, in Consideration of the Sum of, &c. therein mention'd to be paid them by the said E. F. did Bargain, Sell, Assign, and Set over; and the said A. B. for the better securing thereof, did Ratify and Confirm all and singular the said Messuages, Lands, Tenements, Hereditaments and Premises above recited, and every Part and Parcel thereof, with the Appurtenances, and all their Estates and Interest therein, unto the said E. F. for the remainder of the said Term of 1000 Years; which said last recited Indenture was nevertheless Defensible, on Repayment by the said A. B. of the said, &c. with the Interest thereof, at certain Days and times therein mention'd, and now past, as thereby may appear.

Whereas the said A. B. having occasion of the Sum of 1000 l. borrowed and took up the same of the said C. D. and for securing the Repayment thereof, with Interest, did, in and by his Indenture of Mortgage, under his Hand and Seal, bearing Date, &c. made between him the said A. B. of the one Part; and the said C. D. by the Name of C. D. of, &c. of the other Part; for the Considerations therein mention, Grant, Bargain, Sell, and Demise unto the said C. D. his Executors, Administrators and Assigns, all that Capital Messuage,

suage, &c. together with all Common, or Commons of Pasture, Feedings, Ways, Easements, Waters, Fish-Ponds, Trees, Woods, Underwoods, &c. and the Reversion and Reversions, Remainder and Remainders of all and singular the said Premises, with their Appurtenances; and of every Part and Parcel thereof; and of all the Rents and Profits thereunto incident and belonging: To be had and holden unto the said C. D. his Executors, Administrators and Assigns, for and during the Term of 2000 Years, from thence next and immediately ensuing and following, fully to be complete and ended, without Impeachment of or for any manner of Waste, at and under the yearly Rent of a Pepper-Corn. In which said recited Indenture of Mortgage, there is contained a Proviso or Condition for making the same void, by Payment of the Sum of, &c. on, &c. then next ensuing the Date thereof; and the further full Sum of, &c. on, &c. which would be in the year of our Lord, &c. as in and by the said recited Indenture (amongst other things) may more fully appear.

Money payable at two Payments.

Whereas by Indenture, bearing Date, &c. made between the said A. B. C. D. of, &c. Esq; and, &c. of the one Part; and the said E. F. of the other Part. He the said A. B. for and in Consideration of the Sum of 600*l.* of, &c. to him in hand paid by the said E. F. the Receipt whereof the said A. B. did thereby confess and acknowledge; and the said C. D. &c. in pursuance and part of Performance of the Trust

Recital of a Mortgage of Manors, Courts, Quit-Rents, Lands, &c. for a Term of Years, made by a Gentleman and his Trustees.

in

The Conveyancer's Guide, &c

*General Words,
&c.*

in them reposed by the said *A. B.* and at his instance and request signified by his joining therein, and Signing and Sealing thereof, and in Consideration of *ss.* of like, &c. to them likewise in hand paid by the said *E. F.* he the said *A. B.* and the said *C. D.* &c. by his Direction and Appointment, did Grant, Bargain and Sell, unto the said *E. F.* all that the Capital Messuage and Messuages, called or known by the Name of, &c. in the Parish of, &c. with all the Barns, Stables, Out-houses, Orchards, Gardens, Yards, Pigeon-houses, Backsides and Appurtenances thereunto belonging; and all that the Manor of, &c. with the Appurtenances in, &c. together with the Scite of the said Manor, and the Royalties, Liberties and Court-Leet, or view of Frank-pledge; and all that which to a Court-Leet, or View of Frank-pledge belongeth in the said Manor of, &c. with all the Powers and Authorities annexed, incident or belonging to the same. And also all Perquisites of Courts, Quit-Rents, Fees, Fines, Amerciaments, Dues, Duties, Suits, Waifs, Estrays, Deodands, Goods of Felons and Fugitives, and Persons put in Exigents, Forfeitures, Escheats, Emoluments, Franchises, and Appurtenances whatsoever, to a Court-Leet, or view of Frank-pledge, belonging, or in any wise appertaining, in as full and ample manner as the said *A. B.* held and enjoy'd the same. And also all those Lands, Meadows and Pastures, call'd, &c. thentofore in the Possession of, &c. and then or late of, &c. And also all Ways, Passages,

Passages, Hedges, Hedge-rows, Woods, Underwoods, Commons, Wastes, Rights, Privileges, Royalties, Tithings, Quit-Rents, Profits, and other Appurtenances whatsoever to the said Manor of, &c. and to the Messuages, Lands, and Premises aforesaid, or any of them, belonging, used or appertaining, or at any time theretofore accepted, reputed or taken, as Part, Parcel or Member thereof; and all other the Manors, Messuages, Lands, Tenements and Hereditaments whatsoever, which the said A. B. then lately purchased to him and his Heirs, of and from, &c. situate, lying and being in or near the Parishes, Towns, Villages, Hamlets, Precincts or Territories of, &c. aforesaid, or in or near any or either of them in the said County of, &c. (except as in the said recited Indenture is mention'd to be excepted) And also the Reversion and Reversions, Remainder and Remainders, Rents, Issues and Profits, of *England* all and singular the said Manors and Premises above mention'd to be thereby granted, and every Part and Parcel thereof, with the Appurtenances: To hold unto the said E. F. his Executors, Administrators and Assigns, for and during, and unto the full end and Term of 400 Years, from thence next and immediately ensuing and following, fully to be compleat and ended, without Impeachment of or for any manner of Waste, at and under the yearly Rent of a Pepper-Corn; which said recited Indenture was by a Proviso or Condition therein contained, made Defeasible on Payment by the

*Interest paid,
and what re-
mains due.*

the said A. B. unto the said E. F. of the said Sum of 600 l. and Interest, at certain Days therein mention'd, then to come, and now long since past, as in and by the said recited Indenture may more at large appear, And whereas not only all the Interest of the said 600 l. hath been duly paid unto the Day of the Date hereof, but also the Sum of 100 l. in part of the Principal Sum of 600 l. so that there remains due to the said E. F. on the said recited Mortgage, the Sum of 500 l. and no more.

*Recital of a
Mortgage, and
on Non-payment
of the Money,
Account made
up, and Con-
tract made for
the Fee, &c.*

Whereas by Indenture, bearing Date, &c. made between the said A. B. of the one Part; and the said C. D. of the other Part; the said A. B. in Consideration of the Sum of, &c. to him in hand paid by the said C. D. did Demise, Grant, Bargain and Sell unto the said C. D. all that late piece of void Ground, situate, &c. bounded, &c. and also all that Messuage, Tenement or Dwelling house, and all other Edifices, Structures and Buildings, then lately erected, built and made, and then standing and being, or then in building, or which should thereafter be erected, built and made, or should stand and be in and upon the said late piece of void Ground above mention'd, or any Part or Parcel thereof; and all Ways, Waters, Paths, Passages, Easements, Profits, Privileges, Advantages, Hereditaments and Appurtenances whatsoever to the said then late piece of void Ground, Dwelling-houses, Structures and Buildings thereby granted, belonging, or in any wise appertaining (which said late piece of void
Ground

Ground was by the said *A. B.* then lately had and purchased, to him his Heirs and Assigns for ever, of and from *N. W. Gent.* as may appear) and also the Reversion and Reversions, Remainder and Remainders, Rents, Issues and Profits of the said Premises, and of every Part and Parcel thereof, with the Appurtenances. To hold unto the said *C. D.* his Executors, Administrators and Assigns, for and during the Term of 500 Years, thence next ensuing, and fully to be compleat and ended, at and under the yearly Rent of a Pepper-Corn ; which said recited Indenture was by a proviso or Condition therein contained, made defeasible on Payment by the said *A. B.* unto the said *C. D.* of the said Sum of, &c. and Interest, on a certain Day therein mention'd, then to come, and now long since past ; as in and by the said recited Indenture may more fully appear. And whereas failure of *Failure in Pay-* Payment was made of the said Sum of, &c. *ment, &c.* and the Interest thereof, by means whereof the said Premises above mention'd became forfeited to the said *C. D.* and his said Estate and Interest therein, during the remainder of the said Term of 500 Years, became in Law absolute. And whereas upon an Account this Day made up between the said *A. B.* and *C. D.* there appears to be due unto him the said *C. D.* upon the Security of the said Premises, the full Sum of, &c. for Principal Money and Interest, and no more. And whereas the said *E. F.* hath *Contract for* lately contracted with the said *A. B.* for *the Fee.* the absolute Purchase of the Fee Simple and

D

Inhe-

Inheritance of all and singular the said Premisses above mention'd, for the Sum of, &c. And the said Fee Simple and Inheritance of the said Premisses are intended to be forthwith granted and conveyed unto said E. F. and his Heirs.

Recital of an Assignment of Mortgage to Years attend the Fee. Whereas, &c. (here recite, *ut supra*, a Mortgage from A. B. to C. D. for 500 Years) And whereas in and by one Indenture tripartite, bearing Date, &c. made between the said C. D. of the first Part; the said A. B. of the second Part; and the said E. F. G. H. and L. M. of the third Part; reciting therein in Effect, as is herein before recited; and reciting further, that the said A. B. had by Indenture of Lease and Release, bearing Date, &c. in Consideration of the Sum of, &c. granted and convey'd the Inheritance and Fee-Simple of the said Messuages, Lands and Hereditaments above recited, to the said E. F. and his Heirs. The said C. D. in Consideration that he was fully paid and satisfied, all the Monies secured to him by the said Term of 500 Years, above recited; and to the end the said Term might be assigned and kept on foot, and might protect the said Premisses from all intervening Incumbrances. And in Consideration of 5 s. in Money to him the said C. D. in hand paid by the said G. H. and L. M. the said C. D. by and with the Consent, Direction and Appointment of the said A. B. testified by his being made a Party to, and signing and sealing thereof, did bargain, sell, assign and set-over unto the said G. H. and L. M. all

all and singular the Messuages, Lands, Tenements and Hereditaments above mention'd; with the Appurtenances. And also all the Estate, Right, Title, Interest, Term of Years, Claim and Demand whatsoever, of him the said C. D. of, in and to the said Premises thereby assigned, and of, in and to every or any part or parcel thereof. To be had and holden unto the said G. H. and L. M. their Executors, Administrators and Assigns, for and during all the rest and residue of the said Term of 500 Years above recited, which was then to come and unexpired. In Trust nevertheless, to and for *in Trust, &c.* the only Use and Benefit of the said E. F. his Heirs and Assigns, and such other Person and Persons to whom the Freehold and Inheritance of the said Premises thereby assigned, should from time to time appertain and belong; and to wait and attend on the Reversion, Freehold and Inheritance thereof; and to, for or upon none other Trust, intent or purpose whatsoever, as in and by the said last recited Indenture may more fully appear.

Whereas in and by certain Indentures of *Recital of a* Lease and Release, bearing Date, &c. *Mortgage in Fee, and of the Transferring thereof.* made between the said A. B. of the one Part; and C. D. of, &c. of the other Part. He the said A. B. in Consideration of the *The Mortgage.* Sum of, &c. to him paid by the said C. D. did grant, bargain and sell, alien, release and confirm unto the said C. D. all that Messuage, &c. situate, &c. To be had and holden unto the said C. D. his Heirs and Assigns, to the only proper Use and

Behoof of the said C. D. his Heirs and Assigns for ever. Which said recited Indenture of Release was by a Proviso or Condition therein contained, made defensible on Repayment of the said, &c. with Interest, at certain Days and Times therein mention'd, and now past; as in and by the said recited Indenture of Lease and Release may appear.

The Transferring thereof.

And whereas in and by certain other Indentures of Lease and Release, bearing Date, &c. the Release being tripartite, and made between the said A. B. of the first Part; the said C. D. of the second Part; and the said E. F. of the third Part; in Consideration of the Sum of, &c. to the said C. D. in Hand paid by the said E. F. he the said A. B. and the said C. D. by his Direction and Appointment, did grant, bargain and sell, alien, release and confirm unto the said E. F. and his Heirs and Assigns for ever, all and singular the said Messuages, Lands, Tenements, Hereditaments and Premises above mention'd, and every part and parcel thereof, with the Appurtenances, and the Rents, Reversions, Remainders and Services thereof, and all their Estate and Interest therein. To be had and holden unto the said E. F. his Heirs and Assigns, to the only proper Use and Behoof of the said E. F. his Heirs and Assigns for ever, discharged of and from the Proviso or Condition in the said Indenture of Release above recited contained; and of and from all Benefit and Equity of Redemption of the said Premises, by virtue or colour thereof, or other-

Habund. acquitted from Proviso in the first Mortgage.

otherwise howsoever: Subject nevertheless to be redeem'd by the said *A. B.* and his Heirs, on his or their Payment to the said *E. F.* of the Sum of, *£c.* with Interest, in such manner as should be expressed and declared in and by one Indenture tripartite, intended to bear Date the Day next after the Day of the Date of the said last recited Indenture of Release, and to be made between, *£c.* as in and by the said last recited Indentures of Lease and Release, may more fully appear.

Whereas in and by certain Indentures of Lease and Release, bearing Date, *£c.* made between the said *A. B.* of the one Part; and *C. D.* of, *£c.* (since deceas'd) of the other Part. The said *A. B.* for and in consideration of the Sum of 100 *l.* of, *£c.* to him in Hand paid by the said *C. D.* and of, *£c.* to him likewise paid by the said *E. F.* did grant, bargain and sell, alien, release and confirm, unto the said *C. D.* and *E. F.* and to their Heirs and Assigns for ever, all that Messuage, *£c.* To hold unto the said *C. D.* and *E. F.* their Heirs and Assigns, to the only proper Use and Behoof of the said *C. D.* and *E. F.* their Heirs and Assigns for ever. In trust nevertheless for the said *C. D.* his Heirs, Executors and Administrators. Which said recited Indenture was by a Provision or Condition therein contained made defensible on Payment to the said *C. D.* of the Sum of, *£c.* in and upon, *£c.* then next coming. And whereas in and by one other Indenture, bearing Date, *£c.* and made between the said *A. B.*

Recital of a Mortgage in Fee, made to two Persons, in Trust for one and the transferring thereof.

*Consideration
of a further
Sum, releases
the Proviso.*

of the one Part; and the said C. D. and E. F. of the other Part; reciting therein in effect, as is herein before recited. And reciting also, that all the Interest of the said, &c. had been duly paid until the Day of the Date thereof. But the said whole Principal Sum of, &c. remained then unpaid and unsatisfy'd. The said A. B. for and in Consideration of the further Sum of, &c. to him in hand paid by the said C. D. he the said A. B. did remise and release unto the said C. D. and E. F. their Heirs and Assigns, the Proviso or Condition in the said first recited Indenture contained; and all Benefit and Equity of Redemption of the said Premises, by virtue or colour thereof. And also all Covenants, Clauses and Agreements in the same Indenture contained, which by and on the part and behalf of the said C. D. and E. F. their Executors, Administrators or Assigns, were to be observed. And he the said A. B. for the Considerations aforesaid, and of 5s. to him in hand paid by the said E. F. and for the better securing the Repayment as well of the said, &c. so due and owing upon the said first recited Indenture, as of the said, &c. by him the said A. B. then received, together with Interest for both the said Sums. He the said A. B. did in and by the same Indenture release, ratify and confirm the said Messuages, Land, Tenements, Hereditaments and Premises above mention'd, and therein particularly expressed, unto the said C. D. and E. F. To hold to them their Heirs and Assigns, to

• the

*And for better
securing, re-
leases, rati-
fies, &c.*

the only proper use and behoof of the said C. D. and E. F. their Heirs and Assigns for ever. In Trust nevertheless for the said C. D. his Executors, Administrators and Assigns. But the said last recited Indenture was by a Proviso therein contained, made defensible on Payment by the said A. B. his Heirs or Assigns, unto the said C. D. his Executors, Administrators or Assigns, of the full Sum of, &c. and Interest, at a certain Day therein mention'd, then to come, and now past, as in and by the said last recited Indenture, may more fully and at large appear.

Whereas by Indenture of Release, bearing Date, &c. made or mention'd to be made between the said A. B. and E. his Wife of the one Part; and the said C. D. of the other Part; the said A. B. and E. his Wife, for and in Consideration of the Sum of 500*l.* did grant, bargain, sell, alien, release and confirm unto the said C. D. (in his actual Possession then being, &c.) and to his Heirs, all that Messuage or Tenement, &c. situate, &c. and the Reversion and Reversions, Remainder and Remainders and all yearly and other Rents, Profits and Services of all and singular the said Premises, &c. and all the Estate, &c. To be had and holden unto the said C. D. his Heirs and Assigns, to the only proper use and behoof of the said C. D. his Heirs and Assigns for ever; subject nevertheless to a certain Proviso or Condition therein contained to this effect; That if the said A. B. his Heirs, Executors, Administrators or As-

Recital of a Mortgage in Fee, with Proviso to redeem on paying the Money, and Covenant to strengthen the Mortgage, &c.

*Covenant to re-
convey.*

Levy a Fine.

signs, should well and truly pay, or cause to be paid unto the said C. D. his Executors, Administrators or Assigns, at or in, &c. the full Sum of 525 l. of, &c. on, &c. next ensuing the Date of the said Indenture, without any Deduction, Defalcation or Abatement, for or by reason of any Taxes or Payments whatsoever, charged or imposed on the said Premises; then the said C. D. and his Heirs, should reconvey the said Messuages, Lands and Premises unto the said A. B. and his Heirs, or to such Person and Persons, and to such use and uses as he the said A. B. or his Heirs should direct and appoint. In which said recited Indenture there is also (amongst other things) contained a Covenant, that he the said A. B. and E. his Wife, should before the end of the then present Hillary Term, at the Costs and Charges of the said C. D. acknowledge and levy before the Justices of his Majesty's Court of Common-Pleas at Westminster, one Fine *sur Conuissance de Droit come ceo*, &c. in due Form of Law, with Proclamations thereupon to be had according to the due Course of Fines in that case used, and of the Statute in that behalf provided, unto the said C. D. and his Heirs, of all and singular the said Messuage, Lands, Tenements and Premises; by such apt Name and Names, Number of Acres and Descriptions, and in such manner and form as by the Counsel learned in the Law of the said C. D. should be advised and thought fit; which said Fine so-covenanted to be levied of the said Premises by the said A. B. and E. his

E. his Wife, was to be and enure, and the said A. B. and E. his Wife, did declare should be *Uses of the* and enure to the Uses following, (that is to *Fine.* say) to the Use of the said C. D. and his Heirs, subject to the Proviso above-mention'd; and if the said 525 l. should be duly paid according to the Proviso, then to the use of such Person or Persons, his or their Heirs, in Trust for the said A. B. and his Heirs, as the said C. D. or his Heirs, should by the Direction and Appointment of the said A. B. or his Heirs reconvey the same, as in and by the said recited Indenture may more fully appear. And whereas a Fine was afterwards levied and acknowledged of the Premises by the said A. B. and E. his Wife, to the Uses and Purposes aforesaid.

Recital of a Mortgage for a Term of Years, and Covenant to surrender and assign on Payment of the Money.

Whereas by Indenture Quadrupartite, bearing Date, &c. made or mention'd to be made between A. B. of, &c. of the first Part; C. D. of, &c. of the second Part; E. F. of, &c. of the third Part; and G. H. of, &c. of the fourth Part. It is witnessed, that for and in Consideration of the Sum of 500 l. of, &c. therein mentioned to be in Hand paid by the said G. H. to the said E. F. to and for the use of the said C. D. He the said E. F. by and with the Consent and Direction of the said A. B. and with the Consent and Allowance of the said C. D. testified by their being Parties to the said Indenture, and their sealing and delivery thereof, did demise, grant, bargain and sell unto the said G. H. all that the Capital Messuage, or Mansion-House of, &c. with the Appurtenances, situate in, &c. and divers

*Covenant to
surrender, af-
sign, &c.*

vers other Lands, Tenements and Hereditaments in the said Indenture mention'd : To hold the said Messuages, Lands, Tenements and Hereditaments, and all and singular the Premisses, with their and every of their Appurtenances, unto the said G. H. his Executors, Administrators and Assigns, for and during the Term of 300 Years, without Impeachment of or for any manner of Waste: In which said Indenture there is a Covenant or Condition contained that the said G. H. his Executors, Administrators or Assigns, shall surrender and assign all his or their Estate and Interest, in and to the said Messuages, Lands, Tenements, and Premisses unto such Person or Persons as the said A. B. his Heirs or Assigns shall nominate, direct or appoint, upon Payment unto the said G. H. his Executors, Administrators or Assigns, of the Sum of, &c. upon, &c. now next ensuing, and of, &c. upon, &c. which will be in the Year of our Lord, &c. as in and by the said recited Indenture more fully and at large may appear.

*Recital of an
Order or Decree
in Chancery, to
pay Money,
Debts, Lega-
cies, and assign
Lands, &c.*

And whereas by an Order or Decree, bearing Date, &c. made in the High Court of Chancery, in a Cause there depending between the said A. B. Plaintiff, and the said C. D. Defendant; it was ordered and decreed that the said Defendant C. D. should come to accompt before Mr. M. one of the Masters of the said Court, for what of the Personal Estate of the said Testator E. F. had come to his Hands, or to the Hands of any other Person for his Use. In the taking of which Accompt the said Ma-

ster was to make unto the said Defendant all just Allowances; and the said Master was to take an Accompt of the Debts of the said Testator, and of the Legacies given by his Will, and what of the said Testator's Personal Estate should upon the said Accompt appear to be in the said Defendant's Hands, it was ordered and decreed, That the same should be applied to pay his Debts and Legacies; and in case the said Testator's Personal Estate, which upon the said Accompt should appear to be in the said Defendant's Hands, should be sufficient to pay all the said Testator's Debts and Legacies, then it was ordered and decreed, that the said Defendant should assign the said Term of 500 Years to the Plaintiff *A. B.* upon his giving Security to indemnify the said Defendant against any Debts which might hereafter appear: But if the Testator's Personal Estate should not be sufficient to pay all the said Testator's Debts and Legacies, then it was ordered and decreed, what the same should so fall short should be raised and made good by Sale or Mortgage of the said Term of 500 Years, and that the said Master was to direct the same to be sold or mortgaged for that purpose. And it was further ordered and decreed, that what upon the said Accompt should appear to belong to the said, &c. should be divided according to the Act of Parliament for Distribution of Intestates Estates; and it was further ordered, that the Defendant should deliver to the Plaintiff all the Deeds and Writings which he had

To assign, &c.

The Conveyancer's Guide, &c.

had in his Custody or Power relating to the Estates of, &c. and the said Master was to tax the said Defendant his Costs of that Suit which were to be paid him out of the said Estate, and for what the said Defendant should do, in Pursuance of the said Decree, he was to be thereby saved harmless and indemnify'd, as by the said Decretal Order, duly entered of Record in the said Court, may more fully appear.

Recital of an Act of Parliament for the selling of Lands for the Payment of Debts, &c.

Whereas by an Act of Parliament made and passed in the first Year of the Reign of his present Majesty King George, intituled, An Act, &c. all that Capital Messuage or Tenement, &c. situate, &c. and all other the Lands, Tenements and Hereditaments of the said A. B. in, &c. or elsewhere in the said County of, &c. were and are vested in the said C. D. and E. F. and their Heirs, upon Trust, that they the said C. D. and E. F. their Heirs and Assigns, should by absolute Sale of the said Messuage, Lands, Tenements, Hereditaments and Premises, or any part thereof, raise so much Money as should be sufficient to pay and satisfy, and therewith pay and satisfy the Debts, Legacies and Sums of Money in the said Act mention'd, as in and the said Act of Parliament (relation being thereunto had) may more fully and at large appear.

Recital of a Contract for the Purchase of Lands, and the Purchaser not

Whereas in and by one Indenture Tripartite, bearing Date, &c. of this instant, &c. and made between A. B. of, &c. C. D. of, &c. and E. F. of, &c. of the first Part, having Money to pay for the same, it is Mortgaged for that purpose by the former Owner, and the Purchaser.

the

the said *L. M.* of the second Part; and the said *T. R.* of the third Part; reciting therein that the said *L. M.* had contracted with the said *A. B.* for the absolute Purchase of the Manor and Lands therein, and herein after mentioned, for the Sum of, &c. and that the said *L. M.* having not ready Money to pay for the same, had borrow'd the Sum of, &c. of the said *T. R.* and had requested the said *A. B.* and his Trustees, to secure the Repayment thereof, with Interest, unto the said *T. R.* by making a Mortgage to him of the said Manor and Lands contracted for, and had agreed to accept a Conveyance of the same Premises, subject to and chargeable with such Mortgage. He the said *A. B.* in pursuance of such Request, and in Consideration of the Sum of, &c. to him paid by the said *T. R.* by the consent of the said *L. M.* testify'd by his joining therein, and sealing and delivery thereof; and, the said *C. D.* and *E. F.* in pursuance, and part of performance of the Trust in them reposed by the said *A. B.* and by the Direction and Appointment as well of the said *L. M.* as of the said *A. B.* testified as aforesaid; and for ss. in Money, did grant, bargain and sell unto the said *T. R.* all that the Manor of, &c. and also all and every the Messuages, Farms, Lands, Tenements and Hereditaments, whereof or wherein he the said *A. B.* or they the said *C. D.* and *E. F.* or either of them, were or was seized of any Estate of Inheritance, in Trust for the said *A. B.* situate, &c. and also all and singular Courts-Leet,
Courts-

The Mortgage.

Habund.

Courts-Baron, &c. Houses, Out-houses, Ways, &c. and also the Reversion and Reversions, &c. To hold unto the said T. R. his Executors, Administrators and Assigns, for and during, and unto the full end and Term of 500 Years, from thence next ensuing and following, fully to be complear and ended, without Impeachment of Waste, at and under the yearly Rent of a Pepper Corn; which said recited Indenture was by a Proviso or Condition therein contained, made defeasible on Payment by the said L. M. his Heirs, Executors, Administrators and Assigns, unto the said T. R. his Executors, Administrators and Assigns, of the Sum of, &c. in and upon, &c. then and now next ensuing; and also of the further full Sum of, &c. of like, &c. in and upon, &c. which would and will be in the Year of our Lord, &c. without any Deduction whatsoever, as in and by the said recited Indenture may more fully appear.

*Conveyance of
the Fee, subject
to the Mort-
gage.*

And whereas in pursuance of the said Contract in the said recited Indenture mention'd, they the said A. B. C. D. and E. F. have by Indentures of Lease and Release, bearing Date, &c. of this instant, &c. granted and conveyed the Fee-simple and Inheritance of the said Manor and Premises, to the said L. M. and his Heirs, but subject to the said recited Mortgage for securing the Repayment of the said Sum of, &c. with Interest as aforesaid, unto the said T. R.

Whereas

Whereas the said *A. B.* by virtue of one *Recital of*
Indenture of Lease, bearing Date, &c. Chancel Lease.
 granted by, &c. stands possessed of, and
 interested in all that Messuage or Tene-
 ment, with the Appurtenances, situate, &c.
 and of and in all those Clofes, &c. to the
 said Messuage or Tenement belonging or
 appertaining, for the remainder of a cer-
 tain Term of 99 Years, determinable on
 the Death of the said *A. B. &c.* as by the
 said Lease may appear.

Whereas in and by one Indenture of
 Lease, bearing Date, &c. made between
A. B. of, &c. of the one Part; and the
 said *C. D.* of the other Part; the said *A. B.*
 for the Considerations therein mention'd,
 did demise, grant, and to farm let unto
 the said *C. D.* all that Messuage or Tene-
 ment, &c. To hold unto the said *C. D.*
 his Executors, Administrators and Assigns,
 from the Day of the Date of the said In-
 denture, for and during and unto the full
 end and Term of 99 Years, thence next
 ensuing, and fully to be compleat and
 ended; if he the said *C. D. L. D.* his Son,
 and *E. D.* his Daughter, or any or either
 of them, should so long happen to live, at
 and under the yearly Rent of, &c. payable
 &c. as in and by the said recited Indenture
 may more fully appear.

Whereas in and by one Indenture of *Recital of a*
 Lease, bearing Date, &c. made or men- *College Lease.*
 tioned to be made between, &c. the said
 Warden and Scholars, of and by their whole
 or common Assent and Consent, did de-
 mise, grant, and to Farm let unto the said

C. D.

C. D. all that Messuage, &c. To be had and holden unto the said C. D. his Executors, Administrators and Assigns, for and during the Term of, &c. as in and by the said Indenture, under the Common Seal of the said Warden and Scholars, (relation being thereunto had) more fully may appear.

*Recital of a
Lease of Lands,
from a Bishop,
granted in con-
sideration of a
Surrender of a
former Lease,
and under so
much per Ann.
Rent.*

Whereas the Right Reverend Father in God, G. Lord Bishop of S. by his Indenture of Lease, under his Hand and Seal, bearing Date, &c. made between the said Lord Bishop of S. of the one Part; and C. D. of, &c. of the other Part; for and in consideration of the Surrender, and yielding up of a former Lease of the Lands in the said Indenture demised, bearing Date, &c. and made by the Right Reverend T. then Lord Bishop of S. unto, &c. did demise, grant, and to farm let unto the said C. D. all those his Lands in, &c. containing, &c. To hold unto the said C. D. his Executors, Administrators and Assigns, from the making of the said Indenture, for and during and unto the full End and Term of 21 Years, from thence next ensuing, fully to be compleat and ended, at and under the yearly Rent of, &c. for every Acre of the said, &c. Acres, amounting in the whole to, &c. by quarterly Payments, clear of all Taxes whatsoever.

*Recital of a
Lease from a
Mayor and Cor-
poration.*

Whereas A. B. late Mayor of, &c. for the time being, C. D. E. F. &c. Aldermen of the said Town and Borough, G. H. J. K. &c. Burgeffes of the said Borough, and Feoffees of the Church-house, and certain

other

other Messuages, Lands, Tenements, and Hereditaments belonging to the said Borough, commonly called Town-Lands, by their Indenture of Lease, under their Hands and Seals, duly executed, bearing Date, &c. for the Consideration therein mention'd, did demise, grant, and to Farm let unto *L. M.* of, &c. all that Messuage, &c. situate, &c. To be had and holden unto the said *L. M.* his Executors, Administrators and Assigns, from the Day of the Date of the said recited Indenture, for and during the Term of 99 Years, and fully to be compleat and ended; if the said *L. M.* &c. or any or either of them, should so long happen to live, at and under the yearly Rent of, &c. and by and under several other Covenants, Conditions and Agreements in the said recited Indenture contained, as in and by the same Indenture more at large may appear.

Whereas *A. B.* Esq; Lord of the Manor of, &c. did heretofore by Copy of Court-Roll, bearing Date, &c. according to the Custom of the said Manor, grant unto the said *C. D.* and *E.* his Wife, the Reversion of one Messuage or Tenement, with all Lands, Meadows and Pastures to the same belonging, with their Appurtenances, situate, &c. within the said Manor of, &c. and then in the Possession of *E. F.* To hold immediately after the Death of the said *E. F.* unto the said *C. D.* and *E.* his Wife, and to, &c. for their Lives successively, under the yearly Rent of, &c. as thereby may appear.

Recital of Copies of Court-Roll.

E

Whereas

The Conveyancer's Guide, &c.

Whereas the said C. D. by Copy of Court-Roll of the Manor of, &c. bearing Date, &c. doth hold of A. B. Esq; Lord of the said Manor of, &c. for the Term of his Life, and the Lives of, &c. his Sons, and the Life of either of them longest living successively, at the Will of the Lord, according to the Custom of the said Manor, one Messuage or Tenement, with the Appurtenances lying within the said Manor, now in the Possession of, &c. by and under the yearly Rent of, &c. and one Horiot when it shall happen; and by and under all other Rents, Burthens, Works, Suits, Customs and Services therefore due, and of Right accustomed. And whereas by the said Copy of Court-Roll, Licence is granted to the said C. D. to demise and let the said Messuage or Tenement, with the Appurtenances, to any Person or Persons whatsoever, for the Term of 21 Years then next following; if the said C. D. &c. or any or either of them should so long live, so as the said Messuage or Tenement and Premises, be from time to time well and sufficiently repaired, and the Rents, Burthens, Works, Suits, Customs and Service therefore due to the Lord, be well and truly rendred and paid, as by the said Copy of Court-Roll may more fully appear.

Licence to demise.

Recital of Freehold Leases.

Whereas A. B. late of, &c. Esq; decess'd, by his Indenture, bearing Date, &c. for the Considerations therein mention'd, did demise, grant, and to farm let unto the said C. D. all that Messuage or Tenement, &c. situate, &c. together with all Houses, Edifices,

Edifices, &c. To be had and holden unto the said C. D. his Heirs and Assigns, for and during the natural Lives of him the said C. D. and T. and L. his Sons, and for and during the Life natural of every and either of them, longest living, (of whom only the said C. D. and L. his Son, are now living), at and under the yearly Rent of, &c. payable, &c. as in and by the said recited Indenture may more fully appear.

Whereas the said A. B. stands seized to him and his Heirs for his own Life, and the Lives of, &c. of and in all that capital Messuage, &c. situate, &c. with all Houses, Edifices, Lands, Tenements, Rents, Meadows, Pastures and Hereditaments, and also all Suits, Services, Fines, Herlots, Reversions, Profits of Courts, with all and singular the Appurtenances to the said Messuage, &c. belonging or in any wise appertaining; or with the same at any time heretofore demised, occupy'd or enjoy'd, (except, &c.) under the yearly Rent of, &c. as by the Lease thereof granted may appear.

Whereas A. B. of, &c. by Indenture, *Recital of a bearing Date, &c. for the Considerations* *Least in Re- version for 1000 Years, without im- peachments of Waste.* therein mention'd, did bargain, sell, demise, grant and to farm let unto C. D. of, &c. all that Messuage or Tenement with the Appurtenances, situate, &c. and then, or then late in the Tenure of, &c. and also all Houses, Edifices, Buildings, Backsides, Barns, Stables, Gardens, Orchards, Ways, Basements, Profits, Commodities, Lands,

Tenements and Hereditaments, with their and every of their Appurtenances to the said Messuage or Tenement and Premises belonging, or therewith then used, occupied or enjoyed. To be had and holden unto the said C. D. his Executors, Administrators and Assigns, immediately from and after the Decease of, &c. for and during the Term of 1000 Years, from thence next ensuing, and fully to be compleat and ended, without Impeachment of Waste, at and under the yearly Rent of 6 *d.* as in and by the said recited Indenture may more fully appear.

*Recital of an
Assignment
a Lease.*

Whereas the said A. B. did seal and deliver as his Act and Deed, one Indenture tripartite, bearing Date, &c. had and made between the said A. B. of the first Part; the said C. D. of the second Part; and the said E. F. of the third Part; purporting a Grant and Assignment of a Tenement or Dwelling-house, and certain Lands and Tenements, situate, lying and being in, &c. and a certain Term and Estate in the same Tenements granted by the said C. D. to the E. F. as in and by the said Indenture more at large appeareth.

*Recital of a
Release and
Confirmation.*

Whereas in and by certain Indentures of Lease and Release, bearing Date, &c. which was in the Year of our Lord, &c. made between the said A. B. of the one Part; and the said C. D. of the other Part; the said A. B. for and in Consideration of the Sum of, &c. to him in hand paid by the said C. D. did grant, bargain, sell, alien, release and confirm unto the said C. D. and his

his Heirs and Assigns for ever, all that Messuage, &c. and also the Reversion and Reversions, Remainder and Remainders, Rents and Services of the said Premises, and of every Part and Parcel thereof, with the Appurtenances. To hold unto the said C. D. his Heirs and Assigns, to the only proper Use and Behoof of the said C. D. his Heirs and Assigns for ever, as in and by the said recited Indenture may more fully and at large appear.

Whereas in and by certain Indentures of *Recital of a*
 Lease and Release, the Lease bearing Date, *Release or Con-*
 &c. and the Release, &c. made or men- *voyance of*
 tion'd to be made between the said A. B. *Lands, Rents,*
 and E. his Wife, of the one Part; and the *&c. and a Fine*
 said C. D. and E. F. of the other Part; and *levied, and*
 by *how the Lands*
 Fine *came to the Re-*
lessor, deriving
is down from
several Persons.
 upon duly levied, they the said A. B. and
 E. his Wife, for and in Consideration of
 the Sum of, &c. to them therein-mention'd
 to be paid by the said C. D. and E. F. did
 grant and convey unto the said C. D. and
 E. F. their Heirs and Assigns for ever, all
 those two Messuages or Tenements, with
 the Appurtenances, situate, standing and
 being within the Precincts of, &c. hereto-
 fore in the several Tenures or Occupations
 of, &c. All which said Messuages or Te-
 nements were thentofore purchased of, &c.
 by, &c. to him and his Heirs in Fee-Farm,
 under the yearly Rent of 20 s. and were
 by him granted and convey'd to the said,
 &c. as may appear; or all which said
 Messuages, &c. were thentofore the Mes-
 suages, &c. of, &c. deceased, and after-

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wards of, &c. deceas'd, and since of, &c. and were then lately by the said, &c. for valuable Considerations, granted and convey'd to the said, &c. and his Heirs; and also all Ways, Profits, Commodities, Advantages, Emoluments and Hereditaments whatsoever, to the said Messuages or Tenements belonging, or in any wise appertaining. To have and to hold unto them the said C. D. and E. F. their Heirs and Assigns, to the only proper use and behoof of the said C. D. and E. F. their Heirs and Assigns for ever; as in and by the said recited Indentures may more fully appear.

Recital of a Fine levied, and of a Deed, declaring the Uses thereof in Nature of a Settlement, with Proviso to revoke, &c.

Whereas the said A. B. and E. his Wife, did in Trinity-Term, which was in the Year of the Reign, &c. acknowledge and levy in due form of Law, unto C. D. and E. F. and the Heirs of the said C. D. one Fine *sur Conveyance de Droit come ceo*, &c. amongst other things, of all that Messuage, &c. as by the said Fine remaining of Record in his Majesty's Court of Common-Pleas at Westminster, may appear. And whereas in and by one Indenture, bearing Date, &c. made between the said A. B. and E. his Wife of the one Part; and the said C. D. and E. F. of the other Part; reciting therein in effect, as is herein before recited. It was thereby declared by and between all the said Parties to the said Indenture, that the said Fine so levied as aforesaid, should be and enure to the Uses following (that is to say) to the Use of the said A. B. and his Assigns, for and during the Term of 99 Years,

Years, from thence next ensuing and fully *To the Conuzor*
 to be ended, if the said *A. B.* should so *for 99 Years,*
 long live without Impeachment of or for *if he live so*
 any manner of Waste; and from and after *long, then to*
 the Determination of that Estate, then to *the Wife, and*
 the Use and Behoof of the said *G. H.* and *first and other*
Sons, &c.
J. K. and their Heirs, for and during the
 natural Life of him the said *A. B.* upon
 Trust to preserve the Contingent Remainders
 therein limited; but nevertheless to permit
 the said *A.* to receive the Rents and Pro-
 fits of the said Premises to his own Use,
 during his said natural Life; and from
 and after the Decease of the said *A. B.* then
 to the Use and Behoof of the said *E.* his
 Wife, for and during the term of her nat-
 ural Life, without Impeachment of or
 for any manner of Waste, and from and after
 the several Deceases of them the said *A. B.*
 and *E.* his Wife, then to the Use and Be-
 hoof of the first Son of the Body of the
 said *A. B.* on the Body of the said *E.*
 begotten, and to be begotten, and of the
 Heirs Males of such first Son lawfully iss-
 ing, with several Remainders over; in
 which said recited Indenture, there is a
 Proviso contained to the effect following,
 (*viz.*) That it should be lawful for the said *Proviso to re-*
A. B. and *E.* his Wife, at any time or *voke and ap-*
 times, during their joint Lives, by any *point other*
 Writing or Writings, under their Hands *Uses.*
 and Seals, subscribed and executed by them
 the said *A.* and *E.* his Wife, in the Pre-
 sence of three or more credible Witnesses,
 to alter, change, revoke, and make void
 all and every the Uses herein before men-

tion'd to be limited, of and in all and singular the said Premises, or of or in any part thereof, and to limit and appoint any more or other Use or Uses of the Premises, or of any part thereof, to any Person or Persons whatsoever; and that the aforesaid Fine should be and enure to such Uses, Intents and Purposes, as they the said A. B. and E. his Wife, should by any such Writing or Writings as aforesaid, limit, appoint and declare, as in and by the said recited Indenture (amongst other things therein contained) may more fully appear.

And the Fine to enure to such other Uses.

Whereas one Fine *sur Conuzance de Droit* *Recital of a Fine intended to be levied of several Messuages and Lands, &c. to pass by the Name of two Messuages, &c.* *come ceo, &c.* to be pursued with Proclamations according to the form of the Statute in that case made and provided, is by and with the Consent and Direction of the said A. B. and E. his Wife, testify'd by their being made Parties to, and signing and sealing of these Presents, intended to be levied and acknowledged before the end of this present *Michaelmas* Term, in his Majesty's Court of *Common Pleas* at *Westminster*, by the said A. B. and E. his Wife, of all that Messuage or Tenement, with the Appurtenances, and also all those three Parcels or Closes of Ground call'd, &c. all which said Messuage or Tenement and Lands, with the Appurtenances, are situate, lying and being in, &c. and in the Possession of, &c. And also one other Messuage, &c. and all Trees, Woods, Underwoods, and the Ground and Soil of the same Trees, Woods and Underwoods, Waters, Profits, Commodities, Emoluments, and Hereditaments thereunto belonging

b.

ing

ing or appertaining, or therewith, or any part thereof, as Part, Parcel or Member thereof, used or enjoy'd; and also all such and the like Common of Pasture, in the Commons and Waste of, &c. as hath been formerly used or enjoy'd, with the said several Messuages or Tenements, Lands and Premises, and the Reversion and Reversions, Remainder and Remainders of the said Premises, and all Rents and Services reserved due and payable, by or upon any Lease, Demise or Grant whatsoever, made of the said Premises; and all the Estate, Right, Title, Interest, Claim and Demand whatsoever of him the said A. B. of in or to the said Messuages or Tenements, Lands and Premises, and of in and to every Part and Parcel thereof, with the Appurtenances (all which said Messuages were purchased of, &c.) which said Fine so intended to be levied and acknowledged, is to pass by the Name of two Messuages, one Barn, two Stables, two Gardens, two Orchards, four Acres of Land, eighteen Acres of Meadow, sixteen Acres of Pasture, and Common of Pasture for all manner of Cattle; with the Appurtenances in the Parish of, &c. in the County of, &c. or by such other apt Name or Names, as shall be advised.

Description of the Lands.

Whereas in and by certain Articles of Agreement, bearing Date, &c. made between, &c. it was concluded and agreed by and between the said Parties thereto, that a Marriage should be forthwith had and solemnized between the said A. B. and E. D. and he the said A. B. for and in

Recital of Marriage-Articles, to make a Settlement of Lands, and to charge the same with Money, &c. with Power to revoke.

Con-

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Consideration of the said Marriage, and of the Fortune he was to have with the said B. did for himself, his Heirs, Executors and Administrators, covenant, promise, grant and agree, to and with the said, &c. to settle Lands on Trustees for the use of himself, Wife and Issue, &c. and it was further therein agreed, that in the said Settlement there should be a Power for the said A. B. in case he should die before the said E. D. to charge the Premises with 1000*l.* to be raised immediately after the Death of the said E. D. to be paid to such Person or Persons, as the said A. B. should by his Last Will, or any other Writing appoint, and that in the said Settlement there should be also contained a Power for the said A. B. and E. D. jointly at any time during their joint Lives, to revoke, alter and make void the said Uses, Trusts and Powers, or any of them, in all the Premises, or in any Part or Parcel thereof, and to limit such new or other Uses, in the Whole, or in Part, as to them should seem meet and convenient, as by the said Articles may more fully appear.

*Recital of a
Settlement of a
Freehold Lease,
with Proviso
to renew.*

Whereas, &c. (Here recite the Lease.)
And whereas in and by certain Indentures of Lease and Release, bearing Date, &c. the Release being tripartite, and made between the said A. B. of the first Part; the said C. D. E. F. and G. H. of the second Part; and the said L. M. and A. his Wife of the third Part; reciting therein in Effect, as is herein before recited, and reciting also, that there had been a Marriage then lately

lately solemnized between the said L. B. and A. his then Wife. He the said A. B. for and in Consideration of the said Marriage, and in pursuance and full performance of certain Articles tripartite of Agreement made on the Contract of the said Marriage, bearing Date, &c. then last past, and made between, &c. and in Consideration also of the Sum of £ s. to him the said A. B. in hand paid by the said C. D. E. F. &c. he the said A. B. did grant, bargain and sell, alien, release and confirm unto the said C. D. &c. their Heirs and Assigns, all and singular the said Messuage *The Lease*, or Tenement, Lands, Meadows, Pastures, Feedings, Woods, Underwoods, Waters, Commons, Tithes, and all and singular other the Hereditaments and Premises, demised by the said recited Indenture of Lease, and every Part and Parcel thereof, with the Appurtenances, and the Rents, Reversions, Remainders and Services thereof, and all his Estate and Interest therein unto the said C. D. &c. their Heirs and Assigns for and during the natural Lives of the said, &c. and for and during the natural Life of the longest Liver of them. To, for and upon the several Uses, Intents, Trusts and Purposes therein after limited and declared, and herein after mention'd, (that is to say) as for and concerning all *The Uses of the Settlement.* that part, &c. with the Appurtenances, as were in the Possession of, &c. as Tenant to the said A. B. following, (that is to say) all that Ground called, &c. and also, &c. In Trust for the said L. B. for and during the

the Term of his natural Life, and from and after his Decease, then to the Intent and Purpose that the said *A.* Wife of the said *L. B.* and her Assigns, should and might have receive and take, out of all and singular the said Premises last above mention'd, one Annuity or yearly Rent-Charge of 30 *l.* of, &c. for and during the Term of her natural Life, payable as therein is expressed; and as for and concerning all that, &c. in Trust for such Child or Children of the Body of the said *L. B.* on the Body of the said *A.* his Wife lawfully to be begotten; and in such manner and form as he the said *A. B.* by any Writing or Writings under his Hand and Seal, or by his Last Will and Testament in Writing, under his Hand and Seal, attested by two or more competent Witnesses, should direct and appoint; and in Default of such Direction and Appointment, then by all and every of the Child or Children of the Body of the said *L. B.* on the Body of the said *A.* his said Wife, lawfully to be begotten, share and share alike; and for Default of such Issue, then by the Heirs and Assigns of the said *L. B.* In which said recited Indenture there was a Proviso contained, whereby it was agreed and declared, by and between all the Parties thereto, That if any or either of them the said *A. B.* &c. should happen to die, and the said *A. B.* during his Life, or the said *L. B.* or his Heirs, after the Death of the said *A. B.* be minded, purposed or determined to purchase or add any other Life

Proviso to return on the Death of either of the Lives.

Life or Lives, of and in the said Premises above mention'd, with the Appurtenances, in the room or stead of the Person or Persons so dying, and should give sufficient Security to the said C. D. &c. and the Survivor of them, and the Heirs of the same Survivor, that he or they would within one Month next after such Security given, surrender the said recited Indenture of Lease into the Hand or Hands of the Lord or Lords of the Fee or Fees of the said Premises, and within the same Month, at his and their own Costs and Charges, renew and purchase a new Lease of all the said Premises from the Lord or Lords of the Fee or Fees thereof, for three such Lives as the said A. B. and L. B. or the Heirs or Assigns of the said L. B. should nominate, whereof the Life of the said A. the Wife of the said L. B. if then living, was to be one; and also within one Month to settle and assure the same upon the like Trusts, and to the like Ends, Intents and Purposes, as the same were settled by the said last recited Indenture: That then, and immediately on giving such Security, it should and might be lawful to and for the said C. D. &c. their Heirs and Assigns, to surrender up the same Indenture, whereby to enable the said A. B. and the said L. B. and the Heirs and Assigns of the said L. B. to purchase and take such new Lease as aforesaid, as in and by the said last recited Indenture may more fully appear.

Whereas

*Recital of a
considerable
Marriage-Set-
tlement of Ma-
nors, Lands,
Annuities, &c.
to abundance
of Uses, with
special Provi-
sions, &c.*

Consideration:

Whereas in and by certain Indentures of Lease and Release, bearing Date, &c. the Release being quadrupartite, and made between the said A. B. and C. D. of the first Part; the said E. Wife of the said C. B. (by the Name of E. D. of, &c. Spinster) of the second Part; the said E. F. and one G. H. of, &c. (since deceas'd) and the said J. K. and L. M. of the third Part; and the said N. T. P. M. and R. L. of the fourth Part; reciting therein, that a Marriage was intended (by the Permission of God) to be then shortly had and solemnized between the said C. B. and the said E. D. and that the Fortune or Portion of the said E. D. amounting to 15000*l.* of, &c. which she had agreed should be assigned to, and received by the said A. B. to and for his own Use and Benefit; in Consideration of the said Sum of 15000*l.* in full for the Marriage-Portion of the said E. D. which the said A. B. was to receive to his own Use, and for the making a Provision for the Maintenance of the said E. D. during her Life, in case the said intended Marriage should take Effect, and she should survive the said C. B. her then intended Husband; and for the settling and assuring of the Manors, Farms, Messuages, Lands, Tenements, Rents, and Hereditaments therein-after mention'd to be thereby granted, released and confirmed, to such Uses, upon such Trusts, and to and for such Intents and Purposes, and with and under such Proviso'es and Agreements as were therein after limited, declared and expres-

sed, of and concerning the same; and for and in Consideration of the Sum of 10s. to the said *A. B.* in hand paid by the said *E. F.* *J. K.* and *L. M.* he the said *A. B.* did grant and convey to the said *E. F. &c.* and their Heirs, all that the Manor of, &c. with the Rights, Members and Appurtenances; and also all that Capital Messuage, &c. and also all other the Messuages, &c. in the said Indenture particularly mention'd and described; and likewise several Fee-Farm Rents therein also particularly mention'd. To hold to the said *E. F. &c.* and their Heirs, to such Uses, and upon such Trusts, and to and for such Intents and Purposes, and with and under such Provisions, Powers, Limitations and Agreements as were therein-after limited and declared, and herein-after mention'd and expressed, (that is to say) To the Use and Behoof of the said *A. B.* and his Heirs until the said intended Marriage should take effect; and from and after the Solemnization of the said Marriage, to the use of the said *C. B.* and his Assigns, for the Term of his natural Life, without Impeachment of Waste; and from and after the Determination of that Estate, to the use of the said *E. F. &c.* and their Heirs, during the natural Life of the said *C. B.* Upon Trust to preserve the Contingent Remainders therein-after limited, and for that purpose to make Entries and bring Actions, as occasion should require, but nevertheless in Trust to permit and suffer the said *C. B.* and his Assigns to receive and take the Rents

Uses of the Settlement as to the Lands.

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*To the Wife for
Life, which
with other
Lands to be in
full of her Jointure.*

*To the Heirs
Male, &c.*

*To Trustees for
1000 Years,
&c.*

Rents, Issues and Profits thereof, to his and their own Use and Benefit during his natural Life, and from and after the Decease of the said C. B. to the Use and Behoof of the said E. D. for and during the Term of her natural Life, to be with what was therein-after assigned, In Trust for her, and with what was therein-after agreed to be limited unto her for her Life, in full for all her Jointure, and in full Satisfaction, Lieu and Bar of her Dower or Thirds, and in full Satisfaction and Bar of all such part or shares of the Personal Estate of the said C. B. as she should or might be intitled unto or claim, by virtue of the Custom of the City of *London*; and from and after the Decease of the Survivor of them the said C. B. and E. his Wife, to the Use and Behoof of the first Son of the said C. B. on the Body of the said E. D. to be begotten, and of the Heirs Males of the Body of such first Son lawfully issuing; and for Default of such Issue, to the Use and Behoof of the second, third, fourth, fifth, sixth, seventh, eighth, ninth and tenth, and all and every other Son and Sons of the said C. B. on the Body of the said E. his Wife begotten and to be begotten, severally and successively, and in Remainder one after another, as they shall be in Priority of Birth, and Seniority of Age, and of the several and respective Heirs-Males of the Body and Bodies of all and every such Son and Sons, and the Heirs Males of his and their Body and Bodies issuing; and for Default of such Issue, to the Use of the said N. T. P. M. and R. L. their

their Executors, Administrators and Assigns, for the Term of 1000 Years, without Impediment of Waste, upon the Trusts, had to and for the Intents and Purposes therein after declared, and herein after mentioned and expressed, of and concerning the same Term; and from and after the Determination of the said Term of 1000 Years, to the Use and Benefit of the said A. B. his Heirs and Assigns for ever.

And as for, touching and concerning the said Term of 1000 Years, limited to them the said N. V. &c. their Executors, Administrators and Assigns as aforesaid, it was thereby declared, That the same Term be limited to them the said N. V. &c. their Executors, Administrators and Assigns as aforesaid, was upon Trust, that in case there should be no Son of the said C. B. in the Body of the said A. his Wife, born in the Lifetime of the said C. B. nor born after his Decease; or if there should be any such Son or Sons, and they should all happen to die without Heirs Male of their Bodies respectively, before any such Son should attain to the Age of 21 Years, and in either of those Cases there should happen to be one or more Daughters or Daughters of their Bodies, born or to be born, who should attain the Age of eighteen Years, or be married, that then the said A. or one or more of the Survivors of them, or the Executors, Administrators or Assigns of such Survivor, after the Decease of the said C. B. should by Mortgage or Sale of the said Term and Estate of 1000 Years, for

Declaration of the Intention of the Term.

Thraif Daughters Portions.

and C. B. that they the said M. F. and his
the Survivor of them, or of the Executors,
Administrators or Assigns of such Survivor,
should by and out of the Rents, Issues and
Profits, by and after the Death of the
said M. F. until the said Portion or Por-
tions of the said Daughters or Daughters
respectively should become payable (as is
before said) to pay unto each and every
one of the said Daughters or Daughters a
Sum of Money for Maintenance and Edu-
cation of such Daughters or Daughters as
followeth, (that is to say) in case of one
such Daughter only, viz. and to wit, the
yearly Sum of Sixty Pounds, to be paid
of twelve Pence halfpenny for the said Sum
of 100/- until the said Portion should become
payable; and in case of two or more such
Daughters, the yearly Sum of 60/- to each
and every of them, until their respective
ages of twenty Years; and afterwards the
yearly Sum of 50/- to each and every of
them, until their Portions should respective-
ly become payable; such respective yearly
Maintenance to be paid half yearly to such
Daughter or Daughters, at the Feast of
Easter, by equal Portions, clear of all Taxes
and Charges, imposed or to be imposed, by
Act of Parliament, made or to be made,
and clear of all other Deductions whatso-
ever; the first Payment thereof to be made
to them respectively, on such of the said
Feasts or Days as should next happen after
the Death of the said C. B. and forthwith
after of like Male by him on the Body of
the said M. F. his Wife to be legatally abso-
luted.

100/- of 100/-
100/- of 100/-
100/- of 100/-
100/- of 100/-
100/- of 100/-
100/- of 100/-

100/-

And in, and by the said Indenture, it was provided and conditioned, that if any such Daughter or Daughters as aforesaid should happen to be married in the Lifetime of the said C. B. and that he should give a Marriage-Portion or Marriage-Portions with such Daughter or Daughters so married, then such Marriage - Portion or Portions, should (unless the said C. B. should by Writing under his Hand and Seal declare the contrary) go and be accounted in full, if the same be equal with, or if not equal with, then as to Part of the Portion or Portions herein before appointed to be raised and paid as aforesaid; and the Residue of the Portion or Portions, which should be payable by the true Intent and Meaning of the said Indenture to such Daughter or Daughters so married, should be only raised as aforesaid, and paid to her or them. And it was further provided, that no such Mortgage or Sale as aforesaid, for raising such Portion or Portions as aforesaid, for such Daughter or Daughters as aforesaid, should be made until one of the same Portion or Portions should become payable by Virtue of the said Indenture; and also that the Residue of the Rents, Issues, and Profits, to arise and be made of and from the said Premises over and above what would satisfy such yearly Sum or Sums of Money as were therein-before mentioned to be raised and paid for the Maintenance and Education of such Daughter or Daughters as aforesaid, and over and above the Costs and Charges in raising the same

Proofs, That Money paid by the Father in his Life time, be accounted as Part of the Portions.

*General rule 9
where the father
settles money
on his daughter
in her life time
it is accounted
as part of the
portion.*

Residue of the Rents to go to the next in Reversion.

The Trusts de-
clared.

Trusts therein after mentioned, and herein
after expressed (that is to say) upon Trust
and Confidence that they the said *A. B.* and
the Survivors of them, and the Execu-
tors and Administrators of such Survivor,
should permit and suffer the said *A. B.* his
Executors, Administrators and Assigns, to
receive and take so and for him and their
own Use and Benefit the said Annuity or
yearly Sum of *£* 100 until the Solemnization
of the said intended Marriage, and
from and after the Solemnization thereof,
of, in Trust, to permit and suffer the
said *C. B.* and his Assigns, to receive and
take so and for his and their own Use and
Benefit the said Annuity or yearly Sum of
£ 100 for and during so many Years of the
said Term of 99 Years, as the said *C. B.*
should happen to live, and from and after
the Decease of the said *C. B.* his Trust to
permit and suffer the said *C. B.* his Wife, and
her Assigns, to receive and take so and for
her and their own Use and Benefit, the said
Annuity or yearly Sum of *£* 100 for and dur-
ing so many Years of the said Term of 99
Years, as the said *C. B.* should happen to
live, in further Part of her Jointure, and
from and after the Decease of the Survivor
of them, the said *C. B.* and his intended
Wife, in Trust for such Heirs or
Persons as should then be the Heirs Male of
the Bodies of the said *C. B.* and his Wife
begotten, and for the Executors, Adminis-
trators and Assigns of such Heirs Male, for
and during the Residue of the said Term
of 99 Years, and for want of such Heir
Male at the time of the Decease of the

Survivor of them the said C. B. and his Wife, then in Trust for the said C. B. his Executors, Administrators and Assigns, for and during the term of Years, the said Term of 99 Years, and the said C. B. did therein and thereby assent and grant to and with the said E. R. & C. (his Co-rented Covenant, if any, and his Will, &c.) Whereas in and by one Indenture, bearing Date the 1st. of March between the said E. R. & C. of the one Part, and the said C. B. of the other Part, the said C. B. for the Considerations therein mentioned, did grant, bargain and sell unto the said C. D. and E. R. & C. all those his Manors, &c. with the Advowson of the Church of St. Mary thereunto appertaining, and the Patronage and Right of Parsonage of the Church, as also all lying in the County of St. Mary and all his Messuages, Lands, Tenements and Hereditaments in, &c. in the said County of St. Mary, wherein he had any Estate of Freehold in Term for Years, either settled or vested in himself, or any other Person in Trust for him. To hold from the Day before the Day of the Death of him the said C. B. for the Term of 99 Years, fully as he bought and ended, without Impediment or Waste; nevertheless upon Trust and Confidence in them the said C. D. and E. R. & C. and their Executors, Administrators and Assigns, imposed and put by him the said C. B. (amongst other Things) the power and suffer T. B. Son and Heir apparent of the said A. B. to hold and enjoy the said Manors, Advowson, Messuages, Lands, Tenements and Hereditaments,

Recital of a Settlement of Lands for 99 Years, the said C. B. for the Considerations therein mentioned, did grant, bargain and sell unto the said C. D. and E. R. & C. all those his Manors, &c. with the Advowson of the Church of St. Mary thereunto appertaining, and the Patronage and Right of Parsonage of the Church, as also all lying in the County of St. Mary and all his Messuages, Lands, Tenements and Hereditaments in, &c. in the said County of St. Mary, wherein he had any Estate of Freehold in Term for Years, either settled or vested in himself, or any other Person in Trust for him. To hold from the Day before the Day of the Death of him the said C. B. for the Term of 99 Years, fully as he bought and ended, without Impediment or Waste; nevertheless upon Trust and Confidence in them the said C. D. and E. R. & C. and their Executors, Administrators and Assigns, imposed and put by him the said C. B. (amongst other Things) the power and suffer T. B. Son and Heir apparent of the said A. B. to hold and enjoy the said Manors, Advowson, Messuages, Lands, Tenements and Hereditaments,

Habund. upon Trust.

The Trust declared.

A B. to have and enjoy such Jointure in the said C. B. should limit, of 100 in the Premises in the County of Gt. nor exceeding the Sum of, Gt. by the Year, at his said Brother T. B. might have done; and after the Decease of the said A. B. and the End and Determination of his Wife's Jointure, as they should severally happen, such to permit and suffer the several Sons of the said C. B. lawfully to be begotten, successively as they should be in Age and Sentience each of the other, and the several Heirs Male of their Bodies, the eldest of the same Sons and the Heirs Males of his Body always to be preferred before the younger Sons; and the Heirs Males of his Body to have, receive, and take with their own Use the Rents, Issues, and Profits of the same Premises; and for Default of such His Male of the said C. B. then to permit and suffer L. B. Esq. Brother of the said A. B. for and during the Term of his Life; and after his Decease, then the several Sons of his Body, Gt. to have and take, and for Default of such His Male, then to permit and suffer D. B. Esq. youngest Brother of the said A. B. for the Term of his Life, and after his Decease, the several Sons of his Body, and the Heirs Males of the Bodies of such Sons in the Succession, Order and Manner as is before specified, touching the Sons of the said T. B. and C. B. Sons of the said A. B. to have and take, Gt.

*Limitation to
Brothers and
Brothers Sons.*

And upon further Trust and Confidence,
that

*Grandson
using such a
Surname, and
their Heirs,
to enjoy.*

that if *M. Greyshild* of the said *A. B.*
by his Daughter (should) when he should
come to the Possession of the said Manor
and Premises in the said County of *Str.* by
reason of any Trust declared in this indent
should write his Name in all his Deeds, Let-
ters and Transactions, and which he shall be
free by any Deeds and declare and yield
himself to be *A. B.* during his life, then he
permit and suffer him during his life, and
after his Decease his Son continuing the
Name of *B.* and the Heirs Male of their
Bodies to continue to be, and may and law-
fully use and enjoy the said Manor
and Premises in the County of *Str.* and
for Default of such Issue of *Gr. B.* Brother
of the said *M. A.* should in like manner
take upon him the Surname of *B.* and should
for the said Name and Style himself during
his life, and do the like as to the said *A. B.*
should and happen to be used and done
by his said Brother *A. B.* then he permit
and suffer him and the Sons of his Body
lawfully begotten, and the Heirs Male of
their Bodies, so long as they should con-
tinue to be and take upon them the Surname
of *B.* in Manner and Form before declared,
and do the like as to the said *A. B.* and the
Bacon, Issues, and Heirs of the said *M.*
and Premises and for Default of such
Issue, then he permit and suffer the Heirs
of the said *A. B.* to have, receive, and take
the said several Uses and Benefits of the said
Issues and Profits of the said Manor and
Premises in the said County of *Str.* and
upon Request of the said *A. B.* to give their

*at witness
the said
and the said*

*Trustees to fur-
render to the
Heir upon Re-
quest.*

and the

their present Term and Estate, And it was
~~thereby provided, that notwithstanding any~~
~~thing before declared, limited, or appointed~~
~~for the Benefit or Advantage of the~~
 Sons of the said *L. B.* and *D. B.* the Bro-
 thers of the said *A. B.* and *D. B.* Son of the
 same *D. B.* *A. M.* and *C. M.* or either of
 them, It was the true intent and meaning
 of the said *A. B.* and it was thereby de-
 clared, that it should and might be lawful
 from time to time, and at times during
 the said Term, to and for the said *L. B.*
 and *D. B.* the Brothers, and the said *A. M.*
 and *C. M.* and the Sons of their Bodies,
 and the Heirs Males of the Bodies of such
 Sons, at such time as the said Manors and
 Premises in the County of, &c. should fall,
 come, or be to any of them, by virtue of
 the Trust therein mention'd, in present
 Occupation or Possession, and at such time
 as the same Manors and Premises should
 be free from, and not charged with a Joint-
 ure of any Wife of any of the said Per-
 sons, to limit and appoint to his Wife, or
 such Woman as he should marry, such
 Quantity and Proportion of the said Ma-
 nors and Premises in the County of, &c.
 for Jointure, for the Term of her Life, as
 is before mention'd for the Wife of the
 said *T. B.* Son of the said *A. B.* And that
 the said *C. D.* and *E. F.* and their Aliens,
 should during the said Term, stand and be
 possessed of the said Manors and Premises.
 In Trust for the support and upholding of
 the said Jointure, as in and by the said
 Indenture may more fully appear.

And it was
 thereupon
 declared, that
 notwithstanding
 any thing before
 declared, limited,
 or appointed for
 the Benefit or
 Advantage of the
 Sons of the said
L. B. and *D. B.*
 the Brothers of
 the said *A. B.*
 and *D. B.* Son
 of the same
D. B. *A. M.*
 and *C. M.* or
 either of them,
 it was the true
 intent and mean-
 ing of the said
A. B. and it was
 thereby declared,
 that it should
 and might be
 lawful from time
 to time, and at
 times during the
 said Term, to
 and for the said
L. B. and *D. B.*
 the Brothers, and
 the said *A. M.*
 and *C. M.* and
 the Sons of their
 Bodies, and the
 Heirs Males of
 the Bodies of
 such Sons, at
 such time as
 the said Manors
 and Premises
 in the County of,
 &c. should fall,
 come, or be to
 any of them, by
 virtue of the
 Trust therein
 mention'd, in
 present Occupa-
 tion or Posses-
 sion, and at such
 time as the same
 Manors and Pre-
 mises should be
 free from, and
 not charged with
 a Jointure of any
 Wife of any of
 the said Persons,
 to limit and ap-
 point to his Wife,
 or such Woman
 as he should mar-
 ry, such Quantity
 and Proportion
 of the said Ma-
 nors and Premises
 in the County of,
 &c. for Jointure,
 for the Term of
 her Life, as is
 before mention'd
 for the Wife of
 the said *T. B.*
 Son of the said
A. B. And that
 the said *C. D.*
 and *E. F.* and
 their Aliens, should
 during the said
 Term, stand and
 be possessed of
 the said Manors
 and Premises.
 In Trust for the
 support and up-
 holding of the
 said Jointure, as
 in and by the
 said Indenture
 may more fully
 appear.

*Proviso for all
 in Remainder
 to make Joint-
 ures on their
 Wives.*

Witness &c.

And Trustess to

*stand possessed
 for the support
 of such Joint-
 ures.*

Whereas

Whereas the said *A. B.* decess'd, by his Last Will and Testament, dated on or about, &c. did give and bequeath all his Messuages, Lands, Tenements and Hereditaments whatsoever, in, &c. with the Appurtenances, unto the said *C. D.* and *E. F.* their Heirs and Assigns for ever, upon Trust nevertheless that the same should be sold as soon as conveniently might be, or in the mean time mortgaged, and that the Money which should be raised from the same, should be applied to the Uses following, (*viz.*) That they the said *C. D.* and *E. F.* should pay unto the said *E. B.* her Heirs or Assigns, during her Life, the yearly Sum of 40 *l.* in lieu of her Jointure, and should also maintain, educate and dispose of to Trades, Employments or otherwise, all his Children; and also should pay and equally divide all the rest and residue of his Estate amongst all his Children, share and share alike, in manner as therein is mention'd, as in and by the said in part recited Will (amongst other things therein contained) may more fully and at large appear.

Recital of a Will, with Devise of Lands to Trustees to pay an yearly Sum to the Wife for her Jointure, and to maintain and educate Children, &c.

Whereas *A. B.* late of, &c. duly made and publish'd her Last Will and Testament in Writing, bearing Date, &c. and thereby ordered that all her Debts and Legacies should, as soon as conveniently might, be paid, and in case her Personal Estate should fall short to do it, then that her

Recital of a Will, and Lands devised to Trustees for 500 Years, to pay Debts, and the same (charged with the said Debts) given in Trust for a Person when recover'd of an Indisposition, &c. and afterwards to a Nephew and his Heirs Male, &c.

The Conqueror's Cause, &c.

*Lands liable to
Debts, &c.*

*Profits of Lands
given for Main-
tenance of the
Person during
her Illness.*

real Estate should be charged therewith, and liable thereto; and for that end, she devised to her Trustees herein after named, all her Lands, Tenements and Hereditaments whatsoever. To hold to her said Trustees, their Executors, Administrators and Assigns; for the Term of 500 Years next after the Day of her Death; Upon Trust that they might by Mortgage or Mortgages of the same, or any part thereof, from time to time, as should be necessary, raise and pay such Deficiency; and she thereby devised to the said T. K. all her Lands at, &c. which were purchased by, &c. of, &c. and in case it should please God to restore her Niece E. M. Daughter of, &c. to her perfect Understanding, and to free her from her Indisposition and Fits, then she gave to her and the Heirs of her Body lawfully begotten (only charged and liable as aforesaid) all her Lands at, &c. but in the mean time, during her said Niece's Indisposition and Fits, in case she might be permitted to continue under the Care of her Sister E. B. and her Sister E. should be willing to entertain her, then she gave to her said Sister E. B. during the time that her said Niece E. M. should be so under her Care, the Profits of all her Lands, (except, &c.) but in case her Sister E. B. should be unwilling to take care and Entertain her said Niece, or neglect the same, then she gave the Profits of her said Lands to the said, &c. during the Life of her said Niece E. M. To hold to her and her Assigns, during the Life of her said Niece;

Niece; and in case she should not recover of her Illness aforesaid, and have no Issue as aforesaid. Then she gave all her Lands to her Nephew T. B. during the Term of his natural Life, without Impeachment of Waste; and after the Determination of that Term, she gave and devised the same Lands and Tenements to E. F. and G. H. and their Heirs, during the Life of her Nephew, to preserve the Contingent Remainders therein-after limited, but in Trust to permit and suffer her said Nephew and his Assigns, to hold the said Premises, and to receive the Rents and Profits thereof during his Life, and after his Decease, then to the first and other Sons of his Body in Tail-Male, with a Remainder to her own right Heirs, and made the said E. F. and G. H. Executors and Trustees, as in and by the said Will (amongst other things) may more fully appear.

Whereas the said A. B. made his Last Will and Testament in Writing, bearing Date on or about, &c. and therein and thereby gave and bequeathed unto, &c. 100*l.* a-piece of, &c. to be paid unto them at their respective Ages of 21 Years, or Days of Marriage, which should first happen; and if any or either of his said Children, &c. should happen to die before he, she, or they attained their Age of 21 Years, or be married, then and in such case he gave and bequeathed the Legacy of 100*l.* of him, her, or them so dying, unto the Survivors and Survivor of them, to be equally divided between them, and

Recital of a Will, and Legacies given to Children, and so much per Ann. for their Maintenance, &c. until of Age, and of a Settlement of Freehold Lands and Leasehold Lands, &c. To Uses on a Marriage.

thereby declared his Will and Meaning to be, that his Son the said, &c. should satisfy and pay unto his said Children the said, &c. the Sum of 5 *l.* a-piece yearly, towards their Maintenance and Education, until their respective Legacies of 100 *l.* a-piece should become due and payable to them respectively; and that his Will further was, that the same should be paid unto them out of his Personal Estate, and also the Rents, Issues and Profits of such his real Estate as would come to his said Son, &c. at his Death, and constituted and appointed his said Son, &c. Executor of his said Will, as thereby may appear.

*The Settlement
of the Freehold
Lands.*

And whereas the said C. B. being seized in Fee-Simple, as Son and Heir of the said A. B. of and in the Messuages and Premises herein-after mention'd, he the said C. B. in and by certain Indentures of Lease and Release, bearing Date, &c. in Consideration of a Marriage agreed on and intended to be had and solemnized between him the said C. B. and E. D. Spinster, Daughter of, &c. and of 500 *l.* Portion, and for other Considerations; Hath granted and conveyed to the said E. F. G. H. &c. their Heirs and Assigns, all that Messuage, &c. To be had and holden unto the said E. F. &c. and their Heirs and Assigns, to the Uses following, (that is to say) To the Use of the said C. B. and his Heirs, until the said intended Marriage should be solemnized, and after the Solemnization thereof, Then to the Use of the said

said C. B. and his Assigns, for and during the Term of 99 Years, if he should so long live; and after the Determination of that Estate, then to the Use of the said E. F. G. H. &c. and their Heirs and Assigns, during the natural Life of the said C. B. for the Preservation and Support of the Contingent Remainders therein, after limited; and after the Decease of the said C. B. then to the Use of the said E. D. and her Assigns, for and during the Term of her natural Life for her Jointure, and in full Satisfaction and Recompence of her Dower, the Remainder to the Heirs of the Body of the said E. D. by the said C. B. lawfully to be begotten, the Remainder to the said E. D. her Heirs and Assigns for ever, as in and by the said recited Indenture of Lease and Release, will more fully appear.

Uses to the Husband, Wife, Heirs of the Body of the Wife by the Husband, Remainder to her Heirs.

And whereas the said C. B. being by virtue of the said Last Will and Testament of the said A. B. lawfully possessed and interested for the Remainder of a Term of 99 Years, determinable on the Deaths of, &c. of and in all that Messuage, &c. he the said C. B. in and by one other Indenture, bearing Date, &c. in Consideration of the said intended Marriage and Marriage-Portion; and for the Encrease and Augmentation of the Jointure of the said E. D. and for other Considerations, Hath assigned the said Messuage or Tenement and Premises last mention'd, with the Appurtenances, and all his Estate, Term and Interest therein, unto the said E. F. G. H. &c.

The Settlement of the Leasehold Lands.

By Assignment on Trust.

To permit Husband and Wife and their Children and Executors of Survivor to enjoy.

Upon Trust that they, and the Survivor of them, and the Executors and Administrators of the same Survivor, should and would permit and suffer the said last mention'd Premises, with the Appurtenances, to be held and enjoy'd, and the Rents and Profits thereof, to be received and taken by the Person or Persons in manner following, (that is to say) By the said C. B. his Executors and Administrators, until the intended Marriage should be solemnized, and after the Solemnization thereof, then by the said C. B. and his Assigns, during so many Years of the said Term as he should live, and after his Decease, then by the said E. D. and her Assigns, during so many Years of the said Term as she should live; and after her Decease, then by such of their Children as they or the Survivor of them should appoint; and in Default of such Appointment, then by all and every their Child and Children, equally amongst them, and for Default of such Child or Children, then by the Executors and Administrators of the Survivor of them the said C. B. and E. D. as by the said last recited Indenture will more fully appear.

Considerations in Deeds.

Common Consideration.

WItneffeth that the said A. B. for and in Consideration of the Sum of 500 l. of lawful Money of Great Britain, to him in hand paid by the said C. D. at and before the sealing and delivery of these Presents, the Receipt whereof the said A. B. doth

doth hereby acknowledge, he the said *A. B.* *Deed-Poll.*
Hath, &c.

(Or in a Deed-Poll) Know all Men by these Presents, That I *A. B.* of, &c. Gent. for and in Consideration of the Sum of 500 *l.* of lawful *British* Money, to me in hand paid, at and before the sealing and delivery of these Presents, by *C. D.* of, &c. the Receipt whereof I do hereby acknowledge, have, &c.

Witnesseth, That the said *A. B.* for and in Consideration of the Sum of, &c. to him in hand paid by the said *C. D.* the Receipt whereof the said *A. B.* doth hereby confess and acknowledge, he the said *A. B.* hath, &c. *Other common Considerations.*

Witnesseth, That the said *A. B.* for and in Consideration of the Sum of, &c. to him in hand paid by the said *C. D.* at and before the sealing and delivery of these Presents, the Receipt whereof the said *A. B.* doth hereby acknowledge, and thereof, and of every part thereof, doth acquit, release and discharge the said *C. D.* his Heirs, Executors, Administrators and Assigns, by these Presents, hath, &c.

Witnesseth, That the said *A. B.* for and in Consideration of the Rents, Covenants and Agreements herein-after mention'd, on the Part and Behalf of the said *C. D.* to be paid, observ'd and perform'd, hath, &c. *Rents and Covenants.*

Witnesseth, That the said *A. B.* for and in Consideration of the yearly Rent and Covenants herein-after reserved and contained, on the Part and Behalf of the said *C. D.* his Executors, Administrators and Assigns, to be paid, observed and performed.

Divers Causes, valuable Considerations, general. Witnesseth, That the said *A. B.* for divers good Causes and Considerations, him thereunto especially moving, or for good and valuable Considerations him thereunto moving.

Natural Love. Know ye, That I the said *A. B.* for and in Consideration of the natural Love and Affection which I have and bear unto my Brother *C. B.* of, &c. Gent. and also for divers other good Causes and Considerations, &c.

Witnesseth, that the said *A. B.* as well for and in Consideration of the natural Love and Affection which he hath and beareth unto the said *C. B.* his Son, as also for the better Maintenance, Livelihood and Preferment of him the said *C. B.*

Services. To all People, to whom these Presents shall come, *A. B.* of, &c. sendeth greeting. Know ye, That the said *A. B.* for and in Consideration of the good and faithful Services already done and performed, and hereafter to be done, &c. by *C. D.* of, &c. and for divers other good Causes and Considerations him thereunto moving.

Several Sums paid by, and to several Persons Witnesseth, That for and in Consideration of the Sum of 100*l.* of, &c. to the said *A. B.* in hand paid by the said *C. D.* and, in Consideration also of the Sum of, &c. of like, &c. to the said *E. F.* in hand also paid by the said *G. H.* and in Consideration also of the Sum of, &c. more of like, &c. to the said *J. K.* in hand likewise paid by the said *L. M.* the Receipt of which said several Sums of Money, they the said *A. B.*
E. F.

E. F. J. K. do hereby respectively confess and acknowledge.

The said *A. B.* and *C. D.* for, and in Consideration of the Sum of, &c. to them in hand paid by the said *E. F.* the Receipt whereof they the said *A. B.* and *C. D.* do hereby confess and acknowledge. And the said *G. H.* in Consideration of the Sum of, &c. to him in hand also paid by the said *J. K.* the Receipt whereof he doth hereby also acknowledge, and for divers other good Causes and Considerations, they the said *A. B. C. D.* and *G. H.* in this behalf especially moving.

Witneseth, That for and in Consideration of the Sum of, &c. to the said *A. B.* in hand paid by the said *C. D.* the Receipt whereof he the said *A. B.* doth hereby acknowledge, and in Consideration also of the Sum of, &c. to the said *E. F.* in hand paid by the said *G. H.* and *J. K.* by the consent of, &c. (being Money deposited in the Hands of the said *G. H.* and *J. K.* upon the Marriage of the said, &c. with, &c. his Wife, to be applied according to certain Articles made on the Contract of the said Marriage, bearing Date, &c. and made between, &c.) the receipt of which last mention'd Sum of, &c. the said *E. F.* doth hereby also confess and acknowledge, &c.

Witneseth, That the said *A. B.* for and in Consideration of a competent Sum of Money to him in hand paid by the said *C. D.* the Receipt whereof the said *A. B.* doth hereby confess and acknowledge, and for

every Part thereof, and for other good Causes, &c.

Virtue of Licence, pursuance of Trust, Power and Authority, &c.

Witnesseth, That the said *A. B.* by virtue of the said Licence and Authority, in and by the said, &c. granted as aforesaid, and in Consideration of the Sum of, &c. to him in hand paid by the said *C. D.* the Receipt whereof he doth hereby acknowledge.

That they the said *A. B.* and *E.* his Wife, by virtue of the Power to them reserved in and by the said Marriage-Articles, or, by virtue of any other Power to them reserved, or in them being.

That for and in Consideration of the said Sum of, &c. to them the said *A. B.* and *E.* his Wife, in hand paid for the said *C. D.* the Receipt whereof is hereby acknowledged, and in pursuance and full performance of the said Contract, they the said *A. B.* and *E.* his Wife, by virtue and in pursuance of the Power and Authority to them reserved and given, in and by the said recited Indenture, and in pursuance, and by virtue of all other Powers and Authorities to them reserved and given, &c.

Witnesseth, That the said *A. B.* and *C. D.* in pursuance and performance of the Trust in them reposed by the said *E. F.* as aforesaid, at the Instance and Request, and by the Direction and Appointment as well of the said *G. H.* as of the said *J. K.* &c. (testify'd by their being made Parties to and signing and sealing of these Presents) have, &c.

Wit-

Witnesseeth, That the said *A. B.* as well in Obedience to the said Decretal Order, as in pursuance of the said Agreement, and for the better enabling the said *C. D.* to sue for, recover and receive the said Debts and Estates in the said Schedules mention'd; and in Consideration of the Sum of *5 s.* of, &c. to him in hand now paid by the said *C. D.* before the enfealing and delivery hereof, the Receipt whereof he doth hereby acknowledge.

Witnesseeth, That the said *A. B.* for and in Consideration of the Sum of, &c. to him in hand paid by the said *C. D.* at and before the sealing and delivery of these Presents, the receipt whereof is hereby acknowledged, and in pursuance and performance of certain Articles of Agreement, bearing Date, &c. and made or mention'd to be made between the said *A. B.* of the one Part; and the said *C. D.* of the other Part; he the said *A. B.* hath, &c.

Witnesseeth, that the said *A. B.* in pursuance and part of Performance of the said Contract, and to the end the said *C. D.* may hold and enjoy the Manors, Messuages, Lands, Tenements and Hereditaments to him granted and conveyed as aforesaid, acquitted and freed from the Payment as well of the said *100 l.* per Ann. to the said *E. F.* and the Arrears thereof, as from the Payment of so much of the said *200 l.* and Interest thereof, as yet remains-unpaid (if any such there be) and the said *G. H. J. K.* and *L. M.* in pursuance and part of performance of the Trust in them reposed by the

Obedience to a Decree, and for enabling to sue for Debts, &c.

Pursuance of Articles, &c.

Pursuance of a Contract, enjoying Lands freed from Annuities, &c.

The Conveyancer's Guide, &c.

the said *A. B.* and in Consideration also of the Sum of 10*l.* of, &c. to them *A. B. G. H. J. K.* and *L. M.* in hand paid by the said *T. B.* the Receipt whereof they do hereby acknowledge.

Securing Legacies, &c. and Lands against the same.

Witnesseth, That the said *A. B.* as well for the better securing the Payment of the said *C. D. E. F. &c.* of the several Legacies and Portions of 500*l.* a-piece, and yearly Maintenance of 20*l.* a-piece to them given and bequeathed, in and by the said Last Will and Testament of the said *L. M.* as for the protecting, indemnifying, and saving harmless of all and singular the said Premises above recited, with the Appurtenances of, from and against the same Legacies, Portions, Maintenances, and every of them; and in Consideration also of 5*l.* of, &c. to the said *A. B.* in hand paid by the said, &c. the Receipt whereof the said *A. B.* doth hereby confess and acknowledge, &c.

That a Man hath granted an Annuity, &c.

Witnesseth, That the said *A. B.* for and in Consideration that the said *C. D.* hath by Indenture, dated the Day before the Date hereof, granted to the said *A. B.* during his Life, one Annuity or yearly Rent-Charge of 50*l.* per Ann. to be issuing and payable out of several Messuages, Lands, Tenements and Hereditaments, in &c. being his own Inheritance, with Power and Liberty for him and his Assigns, to enter and distrain for Non-payment thereof, and in Consideration also of the Sum of 5*l.* of, &c. to him the said *A. B.* in hand paid by the said *C. D.* the Receipt whereof the said

said *A. B.* doth hereby confess and acknowledge he the said *A. B.* hath, &c.

Witnesseth, That the said *A. B.* for and in Consideration that the said *E.* his Wife, and *C. D.* &c. have by Fine and other good and sufficient Conveyances in the Law joined with the said *T. B.* for the conveying of several Messuages, Lands and Tenements, with their Appurtenances, situate, &c. wherein the said *E.* was dowable, and the said, &c. when Sole, had a Security for 400 *l.* And in Consideration also of the natural Love and Affection which the said *A. B.* hath and beareth to *A.* his Daughter, and for her better Maintenance and Livelihood in time to come, and in Consideration also of the Sum of 5 *s.* of, &c. to the said, &c. in hand paid, &c.

Consideration of conveying Lands, joining in a Fine, &c. and Affection for better Maintenance, &c.

Witnesseth, That the said *A. B.* for and in Consideration, and to the intent and purpose, that the said *C. D.* or his Executors, &c. shall and will before, &c. next ensuing the Date hereof, demise, grant and to Farm let unto the said *A. B.* his Heirs and Assigns, all and singular the above-mention'd Premises, with the Appurtenances: To have and to hold the same Premises unto the said *C. D.* his Heirs and Assigns, for and during the natural Lives of him the said *A. B.* and, &c. and the Life of the longest Liver of them.

Consideration the making of a Lease.

Witnesseth, that the said *A. B.* as well for and in Consideration of the Surrender of a former Lease, granted by, &c. under the said *C. D.* of the Messuage, Tenement, and

Surrender of a former Lease, right by Copy-Court-Roll, &c. and Money.

and Premises herein-after demised; for the Term of 99 Years, determinable on the several Deceases of the said C. D. &c. (which first, &c. is since dead) or for and in Consideration of a Surrender lately made by the said C. D. and, &c. unto the said A. B. of all the Estate, Right, Title and Interest, which they claim'd to hold for their Lives, of and in the Messuage or Tenement and Premises, with the Appurtenances herein-after mention'd, by Copy of Court-Roll, granted by, &c. bearing Date, &c. as also for and in Consideration of the Sum of, &c.

*Consideration
of granting by
Request, Di-
rection and Ap-
pointment, &c.*

Witnesseth, That the said A. B. and C. D. in pursuance and performance of the Trust in them reposed by the said E. F. as aforesaid, and in Consideration also of s. s. in Money to them the said A. B. and C. D. in hand paid by the G. H. the Receipt whereof is hereby acknowledged, they the said A. B. and C. D. at the Request, and by the Direction and Appointment of the said E. F. testified by his being made a Party, and signing and sealing of these Presents.

Or the said A. B. for and in Consideration of the Sum of, &c. to him in hand paid by the said C. D. and in Consideration also of the Sum of s. s. of like, &c. to him in hand paid by the said E. F. and G. H. the Receipt of which said several Sums, he the said A. B. doth hereby confess and acknowledge; he the said A. B. by the Direction and Appointment of the said C. D.

G. D. testified by his joining herein, and signing and sealing hereof, Hath, &c.

Witneffeth, That the said A. B. and E. his Wife, for and in Consideration of the Sum of 500 l. of, &c. to them in hand paid by the said C. D. by and with the Consent and Agreement of the said E. F. testified by his being Party to, and signing and sealing of these Presents, the Receipt whereof they the said A. B. and E. his Wife do hereby acknowledge, which said Sum of 500 l. is Parcel of, and comprehended in the Sum of 750 l. mentioned to be the Consideration-Money of one Indenture, bearing Date, &c. purporting a Mortgage made by the said C. D. and others to the said E. F. they the said A. B. and E. his Wife, by and with the Consent and Agreement of the said C. D. testified as aforesaid.

Money, part of the Consideration of another Indenture.

Witneffeth, That for and in Consideration of the Sum of, &c. to the said A. B. in hand paid by the said C. D. and E. F. (by and with the Consent, Direction and Agreement of the said G. H. testified by his being a-Party to these Presents) the Receipt whereof the said A. B. doth hereby acknowledge; which said Sum of, &c. is hereby declared to be Parcel of, and comprehended in the Sum of, &c. the Consideration-Money of one Indenture tripartite, bearing even Date with these Presents, and made between the said C. B. of the first Part; the said A. B. of the second Part; and the said C. D. and E. F. of the third Part; and in Consideration also of the Sum of 5 s. of like, &c. to the said A. B. in

Another Consideration of the like Nature.

hand paid, &c. the Receipt whereof the said A. B. doth hereby also acknowledge.

The Consideration the same as of another Indenture.

Witnesseeth, That the said A. B. and C. D. for and in Consideration of the Sum of, &c. to them in hand paid by the said E. F. the Receipt whereof, they the said A. B. and C. D. do hereby acknowledge; which said Sum of, &c. is as well the Consideration of these Presents, as of one other Indenture, bearing equal Date herewith, had and made between the said A. B. and C. D. of the one Part; and the said E. F. and one G. H. &c. of the other Part; and for divers other good Causes and Considerations them the said A. B. and C. D. in this Behalf especially moving.

Sum the same as in another Deed, pursuant to the Covenants for future Assurance.

Witnesseeth, That the said A. B. for and in Consideration of the Sum of, &c. to him in hand paid by the said C. D. the Receipt whereof the said A. B. doth hereby confess and acknowledge, which said Sum of, &c. is the same Sum mention'd to be the Consideration of one Indenture of Release, bearing even Date herewith, and made between the Parties hereunto, and in pursuance and part of performance of certain Covenants, for future Assurance of the Messuage or Tenement and Premises herein-after mention'd in the said Indenture of Release entered into by the said A. B. to the said C. D.

Money paid, and undertaken to be paid to several Persons mention'd in Schedule.

Witnesseeth, That the said A. B. for and in Consideration of the Sum of, &c. to him in hand paid by the said C. D. and E. F. by and with the Consent and Agreement

ment of the said *T. B.* testified by his joining herein, and sealing hereof, the Receipt whereof he doth hereby acknowledge; and in Consideration also of the Sum of, £*s.* whereof they the said *C. D.* and *E. F.* have paid at aforesaid, the Sum of, £*s.* to the several Persons in the first Schedule annexed, mention'd, and have undertaken to pay the Sum of, £*s.* being the residue of the said, £*s.* to the several Persons in the second Schedule hereto annexed, mention'd, in Discharge of the Remainder of the said several Debts and Legacies, the same being all the Debts and Legacies of the said, £*s.* remaining unpaid, and to free and discharge the said *T. B.* and *A. B.* therefrom; he the said *A. B.* at the Request, and by and with the like Consent and Agreement of the said *T. B.* hath, &c.

Witneseth, That the said *A. B.* for the better securing the Payment of the said Sum of, £*s.* with Interest in manner here- in-after expressed; and in Consideration also of £*s.* to the said *A. B.* in hand paid by the said *C. D.* the Receipt whereof is hereby acknowledged.

Or that the said *A. B.* for the Considerations aforesaid, and for the better securing the Repayment of the said Sum of, £*s.* with the Interest thereof; and in Consideration also of the Sum of £*s.* in Money to him the said *A. B.* in hand paid by the said *C. D.* the Receipt whereof is hereby acknowledged, &c.

The Condemnation of the said

Or, that the said *A. B.* for the better securing of the said Sum of, &c. with lawful Interest for the same, unto the said *C. D. E. F.* &c. their Executors, Administrators, and Assigns, on the Days, and Times, and in Manner and Form, as is herein-after mention'd and exprell'd, and for divers other good Causes and Considerations, him the said *A. B.* thereunto especially moving, &c.

Money lent for better securing Payment according to another Indenture.

Witnesseth, That the said *A. B.* for and in Consideration of the said Sum of, &c. for lent and paid to the said *C. D.* by the said *E. F.* in part of his said Purchase-Money, as in the said first above recited Indenture is mention'd and exprell'd; and for the better securing and more sure Payment of the said Sum of, &c. with the Interest thereof, unto the said *H. I.* at the Days, and Times, and in Manner and Form in the said recited Indenture limited and appointed; and the said *G. H.* and *J. K.* in pursuance and part of performance of the Trust in them reposed by the said *A. B.* and at his Instance and Request, testified by his joining herein, and sealing and delivery hereof; and in Consideration of the Sum of, &c. of, &c. to them the said *G. H.* and *J. K.* now in hand paid by the said *E. F.* he the said *A. B.* and they the said *G. H.* and *J. K.* at his Request, Have, &c.

Money paid, mention'd in Accounts and Balance thereof.

Witnesseth, that for and in Consideration of the several Sums in the said Accounts mention'd to be paid and paid by the said *A. B.* as aforesaid, and in Consideration of the

the said Sum of, &c. the Remainder due upon the said Account as aforesaid; to the said C. D. and of issue of like lawful Money to the said A. B. likewise in hand paid by the said A. B. and before the sealing and delivery of these Presents, the Receipt whereof, and of every part and parcel thereof, the said C. D. and A. B. do hereby confess and acknowledge, and thereof and of every part thereof, do acquit, release and discharge the said A. B. his Heirs, Executors and Administrators, by these presents.

And also, in Consideration of the said Sum of, &c. by the said Articles of Agreement, concluded to be kept and remain in the Hands of the said A. B. his Heirs, Executors and Administrators, for his and their Security, against one Rent-Charge of 20 l. *per Ann.* payable out of the Messuage, &c. herein-after mention'd, unto, &c. during his natural Life, which said Sum of, &c. with Interest for the same, after the rate of 5 l. *per Cent. per Ann.* or for so much thereof as shall be due and remaining in his or their hands, at the time of the Death of the said, &c. is to be paid by the said A. B. his Heirs, Executors and Administrators, unto the said, &c. his Executors, Administrators or Assigns, immediately after the Death of the said, &c. pursuant to the said recited Articles, &c.

Witneseth, That for and in Consideration of the several Sums mention'd to be paid and paid by the said A. B. to or by the Order and Direction of the said C. D.

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in a certain Account signed by the said C. D. annexed to a certain Deed indented, bearing equal Date with these Presents, and made or mention'd to be made between the said C. D. of the one Part; and the said A. B. of the other Part; and in Consideration of the Sum of, £. due upon the Balance of the said Account, to the said C. D. in hand paid by the said A. B. at and before the sealing and delivery of these Presents, the Receipt whereof the said C. D. doth hereby acknowledge.

*Fully paid all
Mortgage, and
Security given
to pay other
Money, &c.*

Witnesseth, That the said A. B. for and in Consideration of the Sum of, £. to him in hand paid by the said C. D. in full Satisfaction of the said Mortgage, which said Sum is the Consideration of one Indenture of Assignment, bearing, Date, &c. made between, &c. and the said E. F. for and in Consideration of the Sum of, £. to him in hand likewise paid by the said G. H. the Receipt of which said several Sums of, £. they the said A. B. and E. F. do hereby respectively confess and acknowledge; and in Consideration that the said G. H. hath given Security to the said E. F. to pay unto, &c. the Sum of, £. all which said Sums of, £. do amount in the whole to the said Sum of, £. they the said A. B. and E. F. &c.

*Other Condi-
tions that all
Money is paid
due on Mort-
gages, &c.*

Witnesseth, That the said A. B. in Con- sideration that he is fully paid and satisfied his said Debt, and all Interest due for the same, in manner as in the said last recited Indenture is expressed; and the said C. D. Party hereto for the better securing, and

more

more sure Payment of the said several Sums of Money to the said, &c. respectively, with Interest for the same, in such manner as in the said Proviso in the said last recited Indenture contain'd is mention'd and express'd.

Or, that the said *A. B.* for and in Consideration that he is fully paid and satisfied all such Money as was owing to him, or secured by, upon, or out of the said Mortgaged Premises, and in Consideration also of the Sum of \pounds 1. &c.

Or, that the said *A. B.* and *E. his Wife*, *More fully.* for and in Consideration of the Sum of, &c. to them in hand paid by the said *C. D.* and the said *E. F.* in Consideration of the Sum of, &c. to him in hand also paid by the said *C. D.* by and with the Consent and Agreement of the said *A. B.* and *E. his Wife*, in full of the Principal and Interest Money due to the said *E. F.* on one Indenture of Mortgage, bearing Date, &c. made of the Premises herein-after mention'd by the said *A. B.* and *E. his Wife*, to the said *E. F.* for securing the Principal Sum of, &c. and Interest, the Receipt of which said several Sums of, &c. they the said *A. B.* and *E. his Wife*, and *E. F.* do hereby respectively confess and acknowledge, and for other good Causes and Considerations them therunto moving, they the said *A. B.* and *E. his Wife*, and also the said *E. F.* at their Request, and by their Direction and Appointment, have, &c.

Now to the end the said Term of 500 *Term preserved*
Years may be preserved and kept on Foot, *and kept on Foot*
to attend and wait on the Reversion and *to attend the*
Fee.

Inheritance of the said Premises, to protect and defend the same from all Incumbrances subsequent to the Creation of the said recited Term. *This present Indenture Witnesseth*, That, the said *A. B.* for and in Consideration of the Sum of, &c. to him in hand paid by the said *E. F.* (by and with the Consent of the said *C. D.* testified by his being a Party to, and signing and sealing of these Presents) the Receipt whereof the said *A. B.* doth hereby confess and acknowledge; and in Consideration also of *5s.* of like, &c. to the said *A. B.* in hand paid by the said *G. H.* and *J. K.* the Receipt whereof the said *A. B.* doth hereby also acknowledge, he the said *A. B.* by and with the Consent and Agreement of the said *C. D.* testified as aforesaid, Hath, &c.

*Consideration
the extinguish-
ing and taking
away all
Rights, &c.
and Equity of
Redemption.*

Witnesseth, That the said *A. B.* for and in Consideration of the said Sum of, &c. to him in Hand paid by the said *C. D.* by the Direction and at the Request of the said *E. F.* the Receipt whereof the said *A. B.* doth hereby acknowledge. And for extinguishing and taking away all such Right and Title, or Pretence of Right or Title, as he the said *A. B.* can or may claim, or pretend to have in or to, the said Messuage and Premises, or any Part thereof,

Or that he the said *A. B.* in Consideration thereof (or for the Considerations aforesaid) and for quieting the said *C. D.* in the Possession and Enjoyment of the said Messuage and Premises, and for extinguishing all Right, and Pretence of Right, to any Equity of Redemption of the said
mortga-

mortgaged Premises, he the said A. B. hath, &c.

Witnesseth, That the said A. B. for the docking, barring, and cutting off all Estates Tail, and Remainders in Tail, of and in the Messuages, Tenements, Lands and Hereditaments, herein-after mentioned, and for the settling, establishing and assuring of the same, to and for the Uses, Intents and Purposes, herein-after limited, expressed and declared; and in Consideration of 5 s. in Money to him in Hand paid by the said C. D. the Receipt whereof is hereby acknowledged; and for divers other good Causes and Considerations, him the said A. B. in this Behalf moving.

Docking and barring Estates Tail and Remainders, and settling the Premises, &c.

Witnesseth, That the said A. B. for and in Consideration of the said Sum of, &c. to him in Hand paid by the said C. D. the Receipt whereof he doth hereby acknowledge; and for the docking, barring and destroying, of all Estates Tail, and Remainders over, which are now of and in the Tenements herein-after mentioned; and for the settling and assuring of a good and indefeasible Estate in Fee-simple, of and in the same Tenements, to the said C. D. and his Heirs, in pursuance of and according to the said Contract; and for divers other good Causes and Considerations, &c.

On a Purchase.

Witnesseth, That the said A. B. and E. his Wife, for the settling and assuring of the Manors, Lands, Tenements and Hereditaments, herein-after mentioned, to the several Uses, Intents and Purposes herein-after declared, limited and appointed, and for

Settling and assuring of Lands, &c.

for divers other good Causes and Considerations, &c.

That for and in Consideration of the natural Love and Affection which he the said *A. B.* hath and beareth to *C. B.* his Brother; and to the End and Intent, that all and singular the Manors, Messuages, Lands, Tenements and Hereditaments, hereinafter mentioned, and the Reversion and Reversions, Remainder and Remainders, Rents and Services thereof, and of every Part thereof, shall and may be, and remain to, for, and upon the several Uses, Intents, Trusts and Purposes, herein-after mentioned, limited, expressed and declared; and for divers other good Causes and Considerations, the said *A. B.* in this Behalf especially moving.

In the Name
and Blood, &c.

Witnesseth, That for and in Consideration of the Sum of, &c. unto the said *A. B.* in Hand paid by the said *C. B.* and for the Continuance and Preservation of the Manors, Lands, Tenements and Hereditaments, of the said *A. B.* in the Name and Blood of the *B's*; as also for divers other good Causes and Considerations the said *A. B.* hereunto especially moving, he the said *A. B.* Hath, &c.

Considerations
of Marriage,
a Marriage
intended, a
Marriage-Portion,
and for
making a
Jointure, &c.

Witnesseth, That the said *A. B.* for and in Consideration of a Marriage intended to be had and solemnized between the said *A. B.* and the said *E. D.* and in Consideration of the Sum of, &c. being the Marriage-Portion of the said *E. D.* and for making a competent Jointure unto the said *E. D.* (in case the said intended Marriage shall

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shall take Effect, and she shall happen to survive the said *A. B.*) and in Recompense and Discharge of all such Dower, and Title of Dower, as she may hereafter have, or claim, of, in, or out of any the Lands, Tenements and Hereditaments, whereof the said *A. B.* now is, or shall, or may be seized, at any time during the Coverture between them; and for divers other good Causes, &c.

Witnesseth, That the said *A. B.* for and in Consideration of a Marriage intended (by God's Permission:) shortly to be had and solemnized between the said *A. B.* and the said *E. D.* and of the Sum of, &c. to be had and received by the said *A. B.* as a Marriage-Portion with the said *E.* (in case the said Marriage shall take Effect). And for the settling and assuring the Messuages, Lands, Tenements and Hereditaments, herein-after mentioned, to and for the several Uses, Intents and Purposes, herein-after limited and declared, pursuant to the Agreement made upon the Contract of the said intended Marriage, he the said *A. B.* hath, &c.

Another Consideration of the same kind first.

Or thus shorter, That for and in Consideration of the said Marriage and Marriage-Portion, and for and towards the making, settling and assuring of a Maintenance and Provision to and for the said *E. D.* out of the Estate of the said *A. B.* (in case the said Marriage shall take Effect) and the said *E. D.* shall survive, and outlive the said *A. B.*

Wit-

*Consideration
of a Marriage-
Settlement, of
Annuities, &c.
made pursuant
to Articles of
Marriage.*

Witnesseth, That the said T. B. in Consideration of a Marriage already had and solemnized between the said A. B. and E. his Wife, Daughter of the said C. D. and in Pursuance and Part of Performance of certain Articles made on the Contract of their Intermarriage, bearing Date, &c. between the said A. B. of the first Part, the said C. D. and E. now Wife of the said A. B. by the Name of E. D. only Child of the said C. D. of the second Part, and the said E. F. G. H. and J. K. of the third Part. And at the end, the said Annuities may be, remain, and continue to, for, and upon the several Trusts herein after mentioned, according to the Purport of the said Articles, and in Consideration also of 5 s. in Money to him the said T. B. in Hand paid by the said E. F. G. H. and J. K. the Receipt whereof is hereby acknowledged, he the said T. B. hath assigned, &c. in Trust.

*A Marriage
intended, Mar-
riage-Portion
paid and se-
cured, and
making a com-
petent Jointure,
settling Ma-
nors, Lord-
ships, &c.*

Witnesseth, That the said A. B. for and in Consideration of a Marriage (by the Grace of God) intended shortly to be had and solemnized between the said A. B. and E. D. Spinster, only Daughter of the said T. D. and of a competent Marriage-Portion by the said T. D. to the said A. B. in Hand paid, and secured to be paid, the Receipt of which Money and Security, the said A. B. doth hereby acknowledge; and for that a competent Jointure may be had, made and provided, to and for the said E. in Lieu, Recompence and Satisfaction for, and for all such Dower, Right and Title of Dower, as the said E. can, or may have, claim,

claim, challenge or demand of, in, unto, or out of any the Manors, Lordships, Messuages, Lands, Tenements and Hereditaments, whereof or wherein the said A. B. at any time during the Coverture between him and the said E. his intended Wife, shall be seized of any Estate of Inheritance, and for the better settling and assuring of all and every the Manors, &c. herein-after mentioned, and the Reversion and Reversions, Remainder and Remainders, Rents and Services thereof, and of every Part thereof, to the Use, Intents and Purposes herein-after mentioned and expressed, according to the Tenor of certain Articles of Agreement made on the Contract of the said intended Marriage between the said A. B. and the said T. D. and in Consideration and Pursuance thereof, and for divers other good Causes, &c. him the said A. B. in this Behalf especially moving, hath granted, remised, released, &c.

Witnesseth, That the said A. B. for and in Consideration of a Marriage (by the Grace of God) intended shortly to be had and solemnized between him the said A. B. and the said E. D. and of 1000 l. of, &c. by him the said A. B. to be had and received in Marriage with the said E. D. his said intended Wife, as her Portion, and agreed to be laid out for the Purposes herein-after mentioned, and for the barring, docking and cutting off such Estate Tail, and Remainders over as now are, of the Messuages, Lands, Tenements and Hereditaments, herein-after mentioned; and for that some

A Marriage intended, a Marriage Portion to be laid out; docking Entails, &c. settling Premises, &c. Performance of Trust.

Pro-

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Provision of Maintenance may be had, made and provided, to and for the said *B.* intended Wife of the said *A. B.* in case the said Marriage take Effect; and the said *B.* shall happen to survive her said intended Husband, for her Jointure, and in Satisfaction and Recompence of her Dowry; and to the Intent, the several Messuages, Lands, Tenements and Hereditaments, herein-after mentioned, may be, and remain to, for and upon the several Uses, Intents, Trusts and Purposes, herein-after particularly mentioned, limited, expressed and declared; and the said *E. F.* and *G. H.* in Performance of the Trust in them reposed by the said *A. B.* in this Behalf, and for divers other good Causes, &c. them the said *A. B. E. F.* and *G. H.* especially moving, have Covenanted, &c. to suffer a Recovery, &c.

*Consideration
a Marriage
already had,
and Settlement
of Lands, pur-
suant to Mar-
riage Arti-
cles, &c.*

Witneth, That the said *A. B.* for and in Consideration of a Marriage already had and solemnized between the said *A. B.* and *E.* his now Wife, Daughter of the said *T. B.* and of the Sum of, &c. to the said *A. B.* in Hand paid as the Marriage-Portion of the said *E.* and in Pursuance and Performance of certain Articles of Agreement made before their Intermarriage, bearing Date, &c. between the said *T. B.* of the first Part, the said *A. B.* and *E.* his now Wife (by the Name of, &c.) of the second Part, and the said *E. F.* and *G. H.* of the third Part; and to the Intent, that all and singular the Messuages, Lands, Tenements and Hereditaments, therein and herein-after mentioned, and the Reversion and

and Reversions, Remainder and Remainders, Rents and Services thereof, and of every Part thereof, shall and may at all times hereafter be, remain and continue, to and for the several Uses, Intents, Trusts and Purposes, herein-after particularly limited, expressed and declared, be: the said A. B. hath covenanted and granted, &c. to stand sealed, &c.

Witnesseth, That the said A. B. for and in Consideration of the said Marriage, and in Pursuance and Part of Performance of the said Marriage-Articles, and for settling and assuring of the Manors, Messuages, Lands, Tenements and Hereditaments, here-in-after mentioned, to, and for the several Uses, Intents and Purposes, and subject to the several Trusts, Proviso's and Agreements, herein-after mentioned, limited, and expressed; and the said C. D. in Consideration of the Sum of, &c. to him in Hand paid by the said E. F. in Satisfaction of a Mortgage to him made of Part of the Manors and Lands herein-after mentioned; the Receipt whereof the said C. D. doth hereby acknowledge: And the said G. H. and B. H. in Consideration of the Sum of, &c. to them, or one of them in Hand also paid by the said E. F. in Satisfaction of a Mortgage by him the said A. B. made to the said G. H. of other Parts of the Manors and Lands herein-after mentioned, which said several Sums of, &c. are hereby declared to be Part and Parcel of the said, &c. before mentioned to be the Marriage-Portion of the said, &c. He the said A. B.

Perform Marriage Articles, settling the Promises, to Use, and Part of the Marriage-Portion paid to Mortgagee to clear the Estate.

and

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and the said C. D. and G. H. and E. N. by his Direction and Appointment, Have, &c. granted, bargained, and sold, released, &c.

*Consideration
a Marriage
Part of the
Wife's Porti-
on, in full of
her Share of
her Father's
Personal Es-
tate; and
that the Wife
hath conveyed
her Lands to
Uses, pursuant
to Articles to
settle the Hus-
band's Lands,
&c.*

Witnesseth, That for and in Consideration of a Marriage already had and solemnized between the said A. B. and E. his Wife, and in Pubuance and Part of Performahce of certain Articles of Agreement made on the Contract of the said Marriage, bearing Date, &c. last past; and made, or menti-
oned to be made, between, &c. And in Consideration also of the Sum of, &c. to the said H. B. in Hand paid by the said, &c. as and in Part of the Marriage-Porti-
on of the said E. and in full of her Share and Proportion, as well of the Personal Estate of her said late Father T. D. de-
ceas'd, as of her said late Brother, &c. The Receipt whereof he the said A. B. doth hereby confess and acknowledge, being the same Sum of, &c. mentioned to be paid to the said A. B. by the said, &c. in and by certain Indentures Quadrupartite, bearing equal Date with these Presents; and made, or mentioned to be made, between, &c.
And in Consideration also that the said E. B. hath conveyed or agreed to convey all that her fourth Part, Share and Proportion; and all other her Share, Part and Proportion of all and every the Messuages, Lands, Tenements and Hereditaments, which descended to her as one of the Sisters and Coheirs of the said, &c. to such Uses and upon such Trusts, and for such Ends, Intents and Purposes, as in and by the said Mar-

Marriage Articles are agreed, expressed and declared, and for the settling and assuring of the Messuages, Lands, Tenements and Hereditaments, herein-after mentioned to and upon the several Uses, Intents, Trusts and Purposes herein-after limited, expressed and declared, pursuant to the said Marriage Articles above-mentioned; they the said T. B. and A. B. do, &c. covenant and grant, &c. to levy a Fine, and suffer a Recovery, &c.

Witnesseth, That for and in Consideration of a Marriage already had and solemnized between the said A. B. and E. his Wife, and in Pursuance and Performance of certain Articles of Agreement made on the Contract of the said Marriage, bearing Date, &c. last past, and made or mentioned to be made between the said, &c. and afterwards and before their Intermarriage, ratified and confirmed by the said E. by indorsing her Approbation thereof on the backside of the said Articles; and in Consideration also that the said A. B. hath already settled or agreed to settle and assure several Messuages, Lands, Tenements and Hereditaments, as and for the Jointure of the said E. pursuant to the said Marriage Articles above-mentioned; And to the end, that all and singular the said E's Part, Share and Proportion of all and every the Messuages, Lands, Tenements and Hereditaments, wherof he is seized or entitled unto, or one of the Sisters and Co-heirs of the said, &c. may be settled and assured to, for and upon the several Uses,

Consideration of a Marriage had, and as the Husband hath settled Lands on the Wife, so settle the Wife's Lands, &c.

present a Person to the said Rectory or Parish Church, whensoever the same shall first and next happen to become void by the Death, Resignation, Cession, or Deprivation of, &c. the present Incumbent, or other-
to be taken
to be taken
judicial
 wife howsoever And to do all and every Act and Acts, Things and Things whatsoever therein, in as full and ample manner, to all Intents and Purposes, as the said M. B. or his Heirs might or hereafter could have done, if the present Grant had not been made.

*Of a perpetual
advowson.*

Each granted, bargained and sold, aliened, remised, released and confirmed; and by these Presents doth grant, that unto the said C. D. all that the Advowson, Nomination, Presentation and Right of Patronage of the Parish Church of, &c. with all and singular its Rights, Members and Appurtenances, and also the Reversion and Reversions, Remainder and Remainders, Rents and Services of the said Advowson, Presentation and Right of Patronage, of the said Church, and also all the Estate, Rights, Title, Interest, Claim and Demand whatsoever of him the said A. B. of, in and to the said Advowson and Benefices; and also all Deeds and Writings relating to the said Advowson, together with true Copies of all the said Deeds, &c. now in the Custody of the said A. B. or to him or to his Heirs, granted and confirmed, and by these Presents doth give, grant and convey unto the said C. D. and his Assigns, one Annulet or yearly Rent-Charge of £ 1. to be received, taken, had, and collected

Of an Annulet.

issuing out of all that Capital Messuage or Farm, &c. situate, &c. called, &c. with all and singular the Hereditaments and Appurtenances to the said Capital Messuage or Farm, &c. aforesaid, belonging or used at Part or Parcel thereof.

Have remised and released, and by these Presents doth for himself, his Executors, Administrators and Assigns, fully, freely and absolutely remise and release unto the said C. D. his Heirs and Assigns, the said Annuity or yearly Sum of 20 l. so to him given, &c. as aforesaid; and also all the Right, Title, Interest, Claim and Demand whatsoever both in Law or Equity of him the said A. B. in and to the same Annuity; and to every Part thereof.

Grant in a Release of an Annuity.

Have remised, released, and quit-claimed, and by these Presents do, &c. unto the said C. D. his Heirs and Assigns in his full and peaceable Possession, as well the said Annuity or yearly Rent of 20 l. before-mentioned, and every Part and Parcel thereof; and all Rents, Arrearages of Rents, Penalties, Forfeitures, *Nones Penes* and Distresses whatsoever due or forfeited, by reason of the Non-payment of the said Annuity or yearly Rent of 20 l. or any Part thereof; as also all the Estate, Right, Title, Interest, Property, Term of Years, Claim and Demand whatsoever, which the said A. B. my Executors or Assigns now have, may, might, should, or ought to have of, in, and to the said Annuity or yearly Rent of 20 l. above-mentioned, or any Part thereof, by Virtue of the said

Another wife's Nomine Penes, &c.

*Release of
Dower.*

recited Interest, or otherwise howsoever.

Hath remised, released, and for ever quit-claimed, and by these Presents doth fully, freely, and absolutely remise, release, and for ever quit-claim unto the said C. D. all and all manner of Dower, and Right and Title of Dower whatsoever, which the said E. B. now hath, may, might, should, or of Right ought to have or claim of, in or out of all and every the Manors, Messuages, Tenements and Hereditaments whatsoever, which were the said A. B.'s, her late Husband at any time during the Coverture between him and the said E. B. situate in, &c.

*Another more
fully.*

Hath remised, released, and for ever quit-claimed, and by these Presents doth remise, &c. unto the said C. D. (in his actual Possession and Seisin now being) and to his Heirs and Assigns for ever, all and all manner of Dower, Right and Title of Dower, and all other Right, Estate, Title, Interest and Demand which the said E. B. by any Ways or Means whatsoever now hath, may, might, or of Right ought to have or claim in, to and out of, all and every or any the Messuages, Clofes, Grounds, Lands and Hereditaments late of the said A. B. deceased, and also in, to and out of the Reversion, Remainder and Remainders, Rents and Services of all and singular the said Premises above mentioned, and of every Part and Parcel thereof, with the Appurtenances; so that neither the said E. B. nor any other Person or Persons for her, or in her Name,

or

or claiming by, from, or under her, shall or will at any time or times hereafter by any Ways or Means whatsoever have, claim, challenge, demand, or prosecute any manner of Dower, Right, Title, Writ, or Action of Dower, or any other Estate, Right, Title, or Interest in, to, or out of the said Premises; or any Part or Parcel thereof, but of and from all Dower, Right, Title, Writ and Action of Dower; and of and from all other Estate, Right, Title and Interest in, to and out of the said Premises, and every Part thereof, she the said E. B. and all claiming by, from, or under her, shall be utterly excluded and barred for ever by these Presents.

Have bargained and sold, and by these Presents do bargain and sell unto the said C. D. one Silver Tankard, &c.

*Grants of
Goods mortga-
ged and sold.*

Have granted, bargained and sold, and by these Presents do fully, freely and absolutely grant, bargain and sell unto the said C. D. all the Goods, Household-Stuff and Implements of Household, and all other Goods whatsoever mentioned and contained in the Schedule hereunto annexed, now remaining and being in a certain Messuage or Tenement, situate, &c. and now in the Tenure or Occupation of, &c.

in a Schedule.

Have given, granted, bargained and sold, and by these Presents do for me, my Heirs, Executors and Administrators, give, &c. unto the said C. D. one large Diamond Ring, &c. and all the Right, Title, Interest, Property, Claim and Demand whatsoever

Grant of Timber and Coppice-Wood.

Gift of a Messuage, &c.

of me the said A. B. my Heirs, Executors and Administrators of and under the said Diamond Rings, &c.

Hath granted, Bargained and sold, and by these Presents doth give, &c. unto the said C. D. his Executors, Administrators and Assigns, all those Timber Trees, or other Trees now standing and being in a certain Wood or Coppice, situate, &c. called, &c. marked with the Letters, &c. containing in Number, &c. computed in the whole to be about, &c. Tuns. And also all the Lopping, Pops, Shreads, Limbs and Boughs of the said Timber Trees, or other Trees. And also all those his Coppice Woods and Underwoods now standing and growing in a certain Coppice, called, &c. lying in the Parish of, &c. containing, &c. Acres.

Hath given, granted, aliened, enfeoffed and confirmed, and by these Presents doth give, &c. unto the said C. D. his Heirs and Assigns, all that Messuage or Tenement, situate, &c. now in the Possession of, &c. and also all Ways, Waters, Paths, Passages, Easements, Profits, Privileges, Advantages, Emoluments, Hereditaments and Appurtenances whatsoever to the said Messuage or Tenement belonging, or in any wise appertaining, or to or with the same, or any Part thereof, as Part, Parcel, or Member thereof used or enjoyed (which said Messuage or Tenement, and Premises was by Indenture of Lease and Release, bearing Date, &c. granted and conveyed to the said A. B. his Heirs and Assigns for ever, as by the said Conveyance may appear.) And

also the Reversion and Reversions, Re-
mainder and Remainders, Rents and Ser-
vices of the said Premises above mention'd,
and of every Part and Parcel thereof,
with the Appurtenances, and also all the
Estate, Right, Title, Interest, Claim and
Demand whatsoever of him the said A. B.
of, in and to the said Premises above men-
tion'd, and of, in and to every Part and
Parcel thereof, and all Deeds, Evidences
and Writings, touching and concerning the
said Premises above mentioned, her any
part thereof.

Hath granted, bargained and sold, aliened
and confirmed, and by these Presents, doth
grant, &c. unto the said C. D. his Heirs
and Assigns for every all that Close or
Parcel of Meadow Ground, commonly
called, &c. containing, &c. situate, lying
and being, &c. bounded, &c. now in the
Possession of, &c. and also all Trees, Woods,
Underwoods, Tenches, Tithes, Commons,
Common of Pasture, Profits, Commodities,
Advantages, Emoluments and Heredita-
ments whatsoever to the said Close of
Ground above mention'd belonging her
any wise appertaining, or in or upon the
same Close, growing, happening or arising,
and also the Reversion and Reversions,
Remainder and Remainders, Rents and
Services of the said Premises, and of every
part thereof, and also all the Estate, Right,
Title, Interest, Claim and Demand what-
soever, of him the said A. B. of, in and to
the said Premises, and every part there-
of.

*Bargain and
Sale of a Piece
of Ground, &c.*

Hath

Grant in a Bargain and Sale or Lease for a Year, wherein is ground & Re-lease. Hath granted, bargained and sold, and by these Presents doth grant, bargain and sell unto the said C. D. all that Messuage or Tenement, &c. and also all Ways, &c. and the Reversion and Reversions, Remainder and Remainders, Rents and Services of the said Premises above mention'd, and of every Part and Parcel thereof, with the Appurtenances.

Gifts of Goods, Chattels, personal Effects. Have given and granted, and by these Presents, do give, grant and confirm unto the said C. D. all and singular my Goods, Chattels, Leases, Debts, ready Money, Plate, Jewels, Rings, Household-stuff, Apparel, Utensils, Brails, Pewter, Bedding, and all other my Substance whatsoever, moveable and immoveable, quick and dead, of what Kind, Nature and Quality soever the same are, and in what Place or Places soever the same be, shall or may be found, as well in mine own Custody or Possession, as in the Possession, Hands, Power and Custody of any other Person or Persons whatsoever.

Or have given, granted, bargained, sold and confirmed, and by these Presents, do give, &c. unto the said C. D. all and singular my Goods and Chattels whatsoever, as well real as personal, of what Kind, Nature and Quality or Condition soever the same are or be, and in what Place or Places soever the same shall or may be found, as well in my own Custody and Possession, as in the Hands, Custody and Possession of any other Person or Persons whatsoever.

Hath

Hath granted, bargained and sold, at signed and set-over, and by these Presents, doth grant, &c. unto the said C. D. all and every the Chattels, Leases, Bonds, Mortgages and other Estates, Terms and Interests, whereof, or wherein the said A. B. either as Executor of the said, &c. or in his own right, or any Person or Persons in Trust for her, are or is possessed or interested in Law or Equity, and particularly mention'd in the Schedule hereto annexed, and all the Lands, Tenements and Hereditaments in each of them severally contained, and all Money thereby secured, and Rents thereby reserved; and all his Right, Title, Interest, Claim and Demand, in and to the same, and every of them; and also all the Plate, Cattle, Goods and Household-stuff in the said Schedule hereto annexed, mentioned.

Grant and Assignment, of a Personal Estate, Lease, Bonds, Mortgages, &c. mentioned in Schedules.

Hath granted, remised, released, and for ever quit-claimed, and by these Presents, doth grant, &c. unto the said C. D. his Heirs and Assigns for ever, all that Messuage or Tenement, &c. and also all and singular the Goods, Implements and Utensils of Household and Household-stuff; and also the several Implements and Utensils and other Things belonging to the Art or Trade of, &c. now being and remaining in the said Messuage, and particularly mention'd in the Schedule hereto annexed, and every Part and Parcel thereof, with the Appurtenances; and also all the Estate, Right, Title, Interest, Claim and Demand whatsoever, of him the said A. B. of, in

Release of Right to a Messuage and Goods, and Utensils in a Trade, &c.

and

and to the same Premises, and of, in and to every Part and Parcel thereof, with the Appurtenances, so that neither the said A. B. or his Executors or Administrators, shall or may have, Claim, Challenge, or Demand the said Premises, or any part thereof, but of and from the same, and every part thereof, shall and will for ever hereafter be barred and excluded by these Presents.

Consent to release Copartnership, and Assignment of a part in Trade, &c.

Hath consented and agreed, and by these Presents, doth consent and agree to sever and part himself from the said Trade and Dealing, together with the said C. D. and, &c. in Copartnership aforesaid, and to that end and purpose he the said A. B. for the Consideration aforesaid, doth grant, assign and set over unto the said C. D. &c. all the Estates, Right, Title, Interest, Property, Claim and Demand whatsoever, which he the said A. B. now hath or may have, or should or ought to have, of, in and to all and singular the Goods, Wares, Merchandizes and Debts, as are mentioned and expressed in an Account ballanced, signed by the said A. B. hereto annexed.

A consents to, and joining in a Copartnership, &c.

Hath consented, concluded and agreed, to receive and admit the said C. D. to be Copartner with him in the using, exercising and managing of the Art or Trade of, &c. which he the said A. B. now useth, to which end and purpose they the said A. B. and C. D. in Consideration of the special Trust and Confidence which each of them repositeth in the other, Have, and by these Presents do join themselves to be

Co-

Copartners together in the using, managing, and carrying on of the said Trade of, &c. With all things thereunto belonging, from the Day of the Date of these Presents, for and during, and unto the full End and Term of Seven Years, fully to be completed and ended; and for the better Management and Improvement of the said Copartnership, they the said Copartners have deposited and put in as a common Stock or Fund, the several Sums following, (that is to say) the said A. B. hath deposited the Sum of 100 £. and the said C. D. hath deposited the Sum of 400 £. to remain and be, as and for a common Stock or Fund, to be used and employ'd in and about the said Copartnership, during the Continuance thereof, in manner as is hereinafter mentioned and appointed.

Have made Partition, and by these Presents do make a full, perfect and absolute Partition of the said Messuages, Tenements, Lands, Hereditaments and Premises above mention'd, to and amongst them the said A. B. C. D. and E. F. in three Parts, in manner and form following, (to wit) That he the said A. B. his Heirs and Assigns shall have, hold and enjoy to the only proper Use and Behoof of the said A. B. his Heirs and Assigns for ever, all that Messuages, &c. Situate, &c. the full Part and Portion of the said A. B. in and to all and every the Premises above mention'd to be granted to the said A. B. C. D. and E. F. by the said T. H. and the said G. D. his Heirs and Assigns

Partition of
Lands.

The Conveyance of the Manor of

Presents, obtained of and from, &c. Lord of the Manor of, &c. aforesaid, for the granting and letting the Messuage, &c. herein after demised) demise, &c. all that Messuage, &c. now in the Possession of, &c. with all Ways, &c.

Demise of a Manor.

Hath demised, granted, and to farm letten, and by these Presents doth demise, &c. unto the said C. D. all that the Manor of, &c. with the Rights, Members, and Appurtenances, and all that the Capital Messuage or Mansion-House, commonly called or known by the Name of, &c. Manor house, with the Court-yards, Orchards, Gardens, Out-houses, and Buildings thereunto belonging, situate and being in, &c. and all and singular the Messuages, Lands, Houles, Buildings, Yards, Courts, Curtilages, Gardens, Orchards, Mills, Chales, Warrens, Cloles, Lands, Tenements, Meadows, Pastures, Feedings, Marshes, Marsh-Grounds, Commons and Common of Pasture, Woods, Underwoods, and other Hereditaments whatsoever to the said Manor of, &c. belonging or in any wise appertaining, or reputed, or taken as Part or Parcel thereof.

Demise of a Parsonage.

Hath demised, granted, and to farm letten, and by these Presents doth Demise, &c. unto the said C. D. all that the Rectory or Parsonage of, &c. with all and singular Tithes, Tenths, Glebe-Lands, reserved Rents, Houles, Profits, Commodities, and Advantages whatsoever, arising, growing, or renewing from and out of the said said Rectory or Parsonage, or to the said Rectory

Rectory or Parsonage, belonging, or in any wise appertaining, or therewith formerly held and enjoy'd, as Part, Parcel or Member thereof, with their and every of their Appurtenances.

Hath demised, granted and to farm letten, and by these Presents doth demise, *Of a Mill.* &c. unto the said C. D. all that his Water-Grist Mill, called or known by the Name of, &c. situate, &c. now in the Tenure of, &c. or his Assigns; and also all Toll, Custom and Benefit for grinding of Corn and Grain whatsoever, and all and singular Lands, Head-Wares and Mill-Ponds, and all Mill-Pools, Mill-Dams, Banks, Pond-Brems, Waters, Water-courses, Rivers, Fishings, Fishing-Places, Ways, Paths, Passages, Easements, Profits, Commodities, Advantages, Emoluments, Hereditaments and Appurtenances whatsoever to the said Mill, and other the Premises by these Presents demised and granted, or any of them, or to any Part or Parcel thereof, incident, belonging or appertaining, or to or with the same, now or at any time heretofore, let, used, occupied or enjoy'd.

Hath demised, granted, &c. unto the *Of a Warren.* said C. D. all that Piece of Ground or Common, in the Parish of, &c. called, &c. Warren containing about, &c. Acres, and all the Conies in the said Ground being, with the Encrease, Gains, Profits and Advantage from time to time arising, coming, growing and renewing of the said Conies in the said Ground being, and to the same Ground belonging, with full Liberty there

The Conveyancer's Guide, &c.

to hunt, hey, ferret and pitch Nets or otherwise, for the taking and killing the said Conies, as may be for the most Benefit and Advantage of the said C. D. and his Assigns, and in as large, ample and beneficial Manner as the said A. B. or any other Person or Persons heretofore have held, used, occupied or enjoyed the same.

Of Coal Mines.

Hath demised, &c. all, and all manner of Mines, Pits and Veins of Coal, now open and known, or that may be found out by digging, sinking, or otherwise, in and upon all that Close of Ground, &c. situate, &c. containing, &c. with free Liberty to and for the said C. D. his Executors and Assigns, from time to time, and at all times during the said Term, to dig, search, trench and mine, in and upon the said Ground, &c. and every part thereof, at his and their Wills and Pleasures, for the finding of Coals, and the same to trench, &c. and found, to take and carry away, and also to drive and draw a Level for the draining and carrying away the Water from the said Ground, and also to land the Coals there to be found and digged as aforesaid, and to convert the same to his own Use, &c.

*Of Plantations
Abroad.*

Hath demised, &c. unto the said C. D. all that his Share, Part, and Portion of Land, containing, &c. situate, &c. as the same was lately, and now is separated and divided from other Lands now inhabited by the English Merchants and Planters, or their Assigns, and allotted unto the said A. B. for his Share of his Adventure with the

the said Company of the said Islands, and
nowise, or late were in the Tenure or Oc-
cupation of, &c. or his Assigns, together
with free Ingrefs, Egreſs and Regreſs, to
and for the ſaid C. D. his Executors, Ser-
vants and Assigns, by and through, &c. at
all convenient Times, and by all fitting
and convenient Ways, to fetch Water from
the Springs and Rivulets thereunto adjoin-
ing, as need ſhall require.

Hath demised, &c. unto the ſaid C. D. *Grant is
Under-Leaf.*
all that Meſſuage and Tenement, where-
in, &c. lately dwelt, and now in the Te-
nure or Occupation of, &c. ſituate, &c.
and all Ways, Lights, Baſements, Pave-
ments, Cellars, Sollars, Commodities and
Appurtenances whatſoever to the ſaid Meſ-
ſuage, Tenement and Premises, belonging,
on any wiſe appertaining, (which ſaid
Meſſuage or Tenement, and Premises a-
foresaid, are held by the ſaid A. B. by Leaſe
from T. B. of, &c. bearing Date, &c. to
him and his Assigns, for the Term of, &c.
or are held by the ſaid A. B. from T. B.
of, &c. for the Term of, &c. by Indenture
of Leaſe, bearing Date, &c.

Hath given and granted, and by theſe *Licence granted
ed to demise
Leaſe-hold
Lands.*
Preſents doth give, &c. unto the ſaid C. D.
his Executors and Adminiſtrators, full and
free Liberty, Licence and Authority at any
time during the Remainder of the ſaid
Term, to demise, grant, bargain, ſell or
aſſign the ſaid Meſſuage and Premises,
with the Appurtenances, or any part there-
of, to any Perſon or Perſons whatſoever,
for any Term or Number of Years, deter-
minable

minable with the said recited Indenture of Lease, the Person or Persons to whom the same shall be assigned from time to time, yielding, paying and performing the Rents, Covenants and Agreements in the said recited Indenture contained, any thing in the said recited Indenture to the contrary thereof, in any wise notwithstanding.

Grant in an Assignment of a Lease.

Hath granted, bargained, sold, assigned and set-over, and by these Presents doth grant, &c. unto the said C. D. all that the Messuage or Tenement, &c. above mentioned and contained in the said recited Indenture of Lease, with the Appurtenances, together with the said recited Indenture of Lease.

Hath granted, &c. unto the said C. D. all and singular the said Messuage, Lands, Tenements, Hereditaments and Premises above recited, and every part and parcel thereof, with the Appurtenances, together with the said recited Indenture; and also all the Estate, Right, Title, Interest, Term of Years, Claim and Demand whatsoever of him the said A. B. of, in and to all and singular the said Premises above mention'd, and of, in and to every part and parcel thereof, with the Appurtenances (except as in and by the said Indenture is mention'd to be excepted.)

Another more usual.

Hath granted, bargained, sold, assigned and set-over, and by these Presents doth grant, &c. unto the said C. D. his Executors, Administrators and Assigns, all that the before recited Messuage or Tenement, Lands and Premises, and every part and parcel

parcel thereof, with the Appurtenances; also all the Estate, Right, Title, Interest, Possession, Term of Years, Property, Claim and Demand whatsoever of him the said *A. B.* of, in and to the same Premises, or of, in or to any Part or Parcel thereof; together with the said recited Indenture of Lease.

Hath bargained and sold, assigned and set-over, and by these Presents doth bargain, &c. unto the said *C. D.* the said Annuity or yearly Rent of 20 *l.* issuing out of the said Messuage, &c. so to him granted as aforesaid, and all and every the pain and pains to be forfeited for Nonpayment of the said Annuity, or yearly Rent, and also all the Estate, Right, Title, Interest, Claim and Demand of him the said *A. B.* his Executors and Administrators, of, in and to the said Annuity and Pains aforesaid, and every of them, or any part thereof.

Hath sold, assigned, and set-over, and by these Presents doth sell, &c. unto the said *C. D.* his Executors, Administrators and Assigns, the said two several Annuities, of 20 *l.* per Ann. and 20 *l.* per Ann. and the Talleys and Orders thereon made; and also all the Estate, Right, Title, Interest, Claim, and Demand whatsoever, of him the said *A. B.* of, in and to the same Annuities and either of them.

Hath granted, bargained, sold and assigned, and by these Presents doth grant, &c. unto the said *C. D.* his Executors, Administrators and Assigns, the said Annuity and

Assignments of Annuities.

Annuities issuing out of Funds, Talleys and Orders, &c.

Grant to an Assignment of an Annuity and a Letter of Attorney.

terest, Benefit, Advantage, Claim and Demand whatsoever of them the said *A. B.* and *C. D.* in and to the same. And the said *A. B.* and *C. D.* for the Considerations aforesaid, Have made, ordained, constituted and appointed, and by these Presents do, and either of them doth make, &c. the said *E. F.* his Executors and Administrators their true and lawful Attorney and Attorneys irrevocable, giving unto him or them full Power and Authority, in the Names of the said *A. B.* and *C. D.* their Executors and Administrators, to sue forth, commence and prosecute all, and all manner of Suit and Prosecutions in Law or Equity, Executions and other Process whatsoever upon the said Judgment, for and concerning the obtaining, getting and receiving the Money therein mention'd, and thereby due and payable, and to take and receive the same Money, and the full Benefit and Advantage of all and all manner of Executions, at any time hereafter to be sued forth and prosecuted upon the said Judgment, to the only proper Use and Benefit of the said *E. F.* his Executors, Administrators and Assigns, without any Account to be therefore given or made to the said *A. B.* and *C. D.* or either of them, their or either of their Executors or Administrators; and upon Receipt or Satisfaction of the Money due on the said recited Judgment, the said *E. F.* his Executors, Administrators or Assigns, are hereby authorized to give Discharges for the same, and to cause the said Judgment to be vacated and made

made void, and generally to do and perform all and every other Act and Acts, Thing and Things necessary and expedient to be done for the obtaining, getting and receiving the Money due and payable by the said Judgment, as to the said E. F. his Executors, Administrators and Assigns, shall be thought expedient, and whatsoever the said E. F. his Executors, Administrators or Assigns, shall lawfully do or cause to be done in the said Premises, the said A. B. and C. D. their Executors, Administrators and Assigns, shall and will ratify, allow and confirm.

Hath granted, bargained, sold, assigned *Assignment of*
and set-over, and by these Presents doth *a Bond and*
grant, &c. unto the said C. D. his Executors, Administrators and Assigns, the said *Judgment, &c.*
recited Indenture, and all and singular the Messuages, Tenements, Lands and Premises thereby granted, with their and every of their Appurtenances, and every Part and Parcel thereof; and also the said recited Judgment of, &c. and the Sum and Sums of Money, Profit, Benefit and Advantage whatsoever, that now is, or hereafter shall be obtained or gotten, by reason or means of the same Judgment, or of any Execution or Extent thereof, or thereupon to be had, sued, executed or obtained; and also the said recited Obligation, and the Sum and Sums of Money therein mentioned; and also all the Estate, Right, Title, Interest, Term of Years to come, and unexpired, Property, Profit, Benefit, Advantage, Claim and Demand whatsoever of

of him the said *A. B.* of, in or to the same Premises, or any of them, or any part or parcel thereof.

Of a Statute.

Hath assigned and set-over, and by these Presents doth assign, &c. unto the said *C. D.* his Executors, Administrators and Assigns, the said recited Recognizance or Statute Staple, and the Money therein mentioned, and thereby due and payable, and all his Estate, Right and Interest therein and thereunto, and all the Benefit and Advantage that may be lawfully had, obtained or gotten, for or by reason or means thereof.

Assignment of Lands, &c. and of D.M.

Hath, by and with the like Consent and Agreement of the said *C. D.* testified as aforesaid, granted, bargained, sold, assigned and set-over, and by these Presents doth grant, &c. unto the said *E. F.* all and singular the said Messuages and Premises above recited to be to him delivered in extent as aforesaid, and every part and parcel thereof, with the Appurtenances; and also all the Estate, Right, Title, Interest, Claim and Demand whatsoever, of him the said *A. B.* of, in and to the said Premises, and of, in and to every part and parcel thereof, with the Appurtenances.

Assignment by Commissioners of Bankrupt.

Have ordered, assigned and set-over, and by these Presents do as much as in them the said Commissioners lies, and they lawfully may, order, assign and set-over unto the said *C. D.* the before mention'd Goods, Wares, Merchandizes, Household-stuff and Implements of Household, Bedding, Linnen, • Brass,

Brass, Pewter, and other Commodities in the said Schedule mention'd; and every part and parcel thereof; and all other Goods, Wares and Merchandizes belonging to the said A. B. or his Estate, at the time when or since he became a Bankrupt, as aforesaid; and also all the Debts, Sum and Sums of Money mention'd and expressed in the said Schedule annexed; and all other Debts at the time of the said A. B. becoming a Bankrupt as aforesaid; or any time since due and owing unto the said A. B. by or from the Persons therein named as Debtors; or any other Person or Persons whatsoever.

Debt due by Bond, Mortgage, &c.

Hath bargained, sold, assigned and set over; and by these Presents doth bargain, sell, assign, and set over unto the said C. D. the several Debts in the Schedule hereunto annexed; expressed; and all other the Debts due and owing to the Estates of the said, &c. and all and every Bonds, Mortgages and Securities, Terms of Years, Interests and Estates concerning or relating to; or taken for the same.

Assignment of Debts due by Bond, Mortgage, &c.

Hath accepted; and by these Presents doth accept of the said Assignment hereby made unto him as aforesaid, in full Satisfaction of all, and whatsoever he doth or may Claim or Demand to have by virtue of the Last Will and Testament of the said, &c. And hath remised and released; and by these Presents doth remise and release unto the said C. D. Executor as aforesaid; and to the Executors and Administrators of the said, &c. all Legacies, Sum

Acceptance of an Assignment of Lands in full of what a Man Claims by the Will of another Person, and Release to the Executor, &c.

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Sum and Sums of Money, Actions, Suits, Accompts and Demands which he the said *A. B.* hath or may have against him the said *C. D.* Executor as aforesaid, or the Executors or Administrators of the said, &c.

*A Release to
Trustees.*

Hath released, and by these Presents doth release unto the said *C. D.* and *E. F.* all Trusts in them reposed, in and by the said recited Indenture, and all Covenants and Agreements therein contained on the Part and Behalf of them the said *C. D.* and *E. F.* or any or either of them, to be performed, and all Actions, Suits and Demands which he the said *A. B.* his Executors or Administrators, have, hath, or may have, either in Law or Equity against them, the said *C. D.* and *E. F.* or either of them, their or either of their Executors or Administrators, upon or by reason of the said Trusts, Covenants and Agreements, or any or either of them, or any ways touching or concerning the same.

*Assignment of
a Term by
Trustees.*

Have assigned and set-over, and by these Presents do, and each and every of them doth assign and set-over unto the said *C. D.* all and singular the said Messuage, Tenement, Hereditaments and Premises above mentioned to have been granted to them the said *E. F. G. H.* and *J. K.* in and by the said recited Indenture, and every part and parcel thereof; and all the Estate, Right, Title, Interest, Term of Years to come, Claim and Demand whatsoever of them the *E. F. &c.* in, to or out of the said:

Said Premises, and every or any part or parcel thereof, by force of the said recited Indenture, or by any other Ways or Means whatsoever, together with the same recited Indenture.

Hath bargained and sold, assigned and set-over, and by these Presents doth bargain, &c. unto the said E. F. all and singular the said Messuage, Lands, Tenements, Hereditaments and Premises, in and by the said recited Indenture granted, and every part and parcel thereof, with the Appurtenances; and also all the Estate, Right, Title, Interest, Term of Years, Claim and Demand whatsoever of him the said C. D. of, in and to the same Premises, and of, in and to every part and parcel thereof, with the Appurtenances; together with the said first recited Indenture, (after the Habendum and Covenant for peaceable Enjoyment from A. B.) Hath granted, bargained and sold, released, ratified and confirmed, and by these Presents doth grant, &c. unto the said E. F. all and singular the said Premises above mention'd to be hereby assigned, and every part and parcel thereof, with the Appurtenances; and also all the Estate, Right, Title, Interest, Term of Years, Claim and Demand whatsoever, as well in Equity as in Law, of him the said A. B. of, in and to the same Premises, and of, in and to every part and parcel thereof, with the Appurtenances.

*Assignment of
Lands held by
Chattel-Lease
and Confirmation
thereof.*

Hath

*Assignment of
Lands held for
Term of 1000
Years.*

*To summe
of 1000
Years.*

*Ratification
for all a Man's
Estate and
Interest.*

*Grant in a
Mortgage of
Talleys, Or-
ders and An-
nuities issuing
out of the Ex-
chequer.*

*A Grant of
Merchandizes
shipped on
board a Ship,
and assigned
to the Master,
and an Assign-
ment of Notes
of Insurance.*

Hath granted, bargained, sold, assigned and set over, and by these Presents doth grant, &c. unto the said C. D. all and singular the said Messuage or Tenement, Hereditaments and Premises above-mentioned, and every Part and Parcel thereof, with the Appurtenances; and also all the Estate, Right, Title, Interest, Term, of Years, Claim and Demand whatsoever, as well in Equity as in Law, of him the said A. B. in and to the said Premises above-men- tioned, and of, in and to every Part and Parcel thereof with the Appurtenances.

Hath, as much as in him lieth, granted, ratified and confirmed, all and singular the Premises hereby granted and demised; as mentioned or intended so to be, unto the said C. D. to hold unto the said C. D. his Executors, Administrators and Assigns, for all the Term and Interest which he the said A. B. hath or claimeth thereto.

Hath granted, assigned and set over, and by these Presents doth grant, &c. unto the said C. D. his Executors, Administrators and Assigns, the said three several Talleys, Orders and Annuities, and Sums of Money, payable by Virtue of the said Talleys and Orders, and every of them; and all the Right, Title, Interest, Benefit, Property, Claim and Demand of him the said A. B. of, in and to the same.

Hath granted, bargained and sold, and by these Presents doth grant, &c. unto the said C. D. all such Wares, Goods and Merchandizes lately shipped on board the good Ship, called, &c. E. F. Master, bound for, &c. on the proper Account and Risque of

the

the said A. B. and assigned to the said E. F. all which Goods and Merchandizes are mentioned and expressed in a certain Invoice or Paper, bearing Date, &c. last past, as may appear, and also all the Produce, Profit, Proceeds and Returns thereof, and all the Right and Interest of the said A. B. of, in or to the said Premises, or any Part thereof. And the said A. B. for the Considerations aforesaid, hath assigned and set over, and by these Presents doth assign, &c. unto the said G. D. his Executors, Administrators and Assigns, the said two several Notes of Insurance above-mentioned, and all Benefit and Advantage of them, and either of them, and all Money to be recovered on them, or either of them.

Hath demised, granted, bargained and sold, and by these Presents doth demise, &c. unto the said C. D. all that Messuages, &c. situate, &c. and also, &c. and also all Ways, &c. and also the Reversion and Reversions, Remainder and Remainders, Rents and Services of all and singular the said Premises above-mentioned, and of every Part and Parcel thereof, with the Appurtenances.

Hath granted, bargained and sold, and by these Presents doth grant, &c. unto the said C. D. all that Messuage or Tenement, &c. situate, &c. and also the Reversion and Reversions, Remainder and Remainders, Rents and Services of the said Premises, and of every Part and Parcel thereof, with the Appurtenances.

Grant in a Mortgage by Demise for a Term of Years.

Grant in a Mortgage of Lands for 500 Years, &c.

Grant in a Mortgage of a Manor, &c. for a Term of Years.

Have, and every and either of them hath, granted, bargained and sold, and by these Presents do and every and either of them doth grant, &c. unto the said C. D. all that the Manor or Lordship of, &c. in the County of, &c. with the Rights, Members and Appurtenances thereof; and all Lands, Tenements, Pastures, Woods, Commons, Courts, Reliefs, Heriots, Escheats, Fishings, Rials, Privileges and Hereditaments whatsoever to the said Manor or Lordship, or any Part thereof belonging or appertaining, or accepted, reputed, or known as Part, Parcel or Member thereof; and also all other the Lands, Tenements and Hereditaments of them the said, &c. situate, lying and being in the Parish of, &c. with their and every of their Appurtenances; and also the Reversion and Reversions, Remainder and Remainders, Rents and Services of all and singular the Manor, Lordship and Premises above mentioned, and of every Part and Parcel thereof, with the Appurtenances.

Grant in a Mortgage of several Manors, Rectories, Tithes, &c.

Hath granted, bargained and sold, and by these Presents doth grant, &c. unto the said C. D. all those the several Manors or Lordships, &c. with their and every of their Rights, Members and Appurtenances; and all and singular Messuages, Houses, Out-houses, Edifices, Buildings, Barns, Stables, Yards, Backsides, Orchards, Gardens, Lands, Tenements, Meadows, Leawflows, Pastures, Feedings, Rectories, Tithes, Ways, Wastes, Waste Grounds, Commons, Common of Pasture, Moors, Marshes, Woods, Under-

Underwoods, Wood Grounds, Waters, Water-courses, Ponds, Pools, Liberties, Fishings, Fines, Amerciaments, Courts-Leet, Courts-Baron, View of Frankpledge, and all that to view of Frankpledge doth belong, Rents, Services, Perquisites and Profits of Courts and Leets, Waifs, Estrays, Goods and Chattels of Felons and Fugitives, Customs, Rights, Jurisdictions, Privileges, Profits, Commodities, Advantages, Emoluments and Hereditaments whatsoever to the said several Manors and Lordships, or any or either of them, or any Part or Parcel of them, or either of them belonging, or in any wise appertaining, or therewithal at any time heretofore held, used, occupied or enjoyed, or accepted, reputed, deemed, and taken as Part, Parcel, or Member of the said Manors or Lordships, on any or either of them; and also the Reversion and Reversions, Remainder and Remainders, Rents, Issues and Profits of all and singular the said Premises, and every Part and Parcel thereof.

Hath granted, bargained and sold, assigned, released and confirmed, and by these Presents doth grant, &c. unto the said C. D. (in his actual Possession now being, &c.) all that the Prebend, and Parsonage of, &c. with all and all manner of Houses, Edifices, Tithes, Commodities and Profits, Lands, Tenements, Rents, Meadows, Pastures and Hereditaments; and also all Suits, Services, Fines, Heriots, Reversions, Profits of Courts, with all and singular the Appurtenances to the said Prebend and Parsonage

Grant in a Mortgage of a Prebend or Parsonage, and all Fines, Heriots, Services, &c. for Lives.

ments whatsoever, in the several Counties of, &c. or any, or either of them, or elsewhere, which were devised to him for the said Term of, &c. by the said last Will and Testament of the said, &c. deceas'd, as aforesaid; and also the Reversion and Reversions, Remainder and Remainders, Rents and Services of all and singular the said Messuages, Lands and Premises above-mentioned, and of every Part and Parcel thereof, with the Appurtenances; and also all the Estate, Right, Title, Interest, Term of Years, Claim and Demand whatsoever of him the said A. B. of, in and to the said Messuages, Lands and Premises above-mentioned, and of, in, and to every Part and Parcel thereof, with the Appurtenances.

Grant in a Mortgage of a Farm, &c. for a Term, in as large and ample manner, &c.

Hath granted, bargained and sold, &c. to the said C. D. all that capital Messuage, Tenement or Farm commonly called and known, &c. together with all Lands, &c. thereunto belonging, or therewith used, occupied and enjoyed, containing by Estimation, &c. or thereabouts (be the same more or less,) with the Appurtenances lying and being, &c. in as large and ample manner and form as, &c. deceas'd, purchased the same of and from A. B. Gent. or as he the said A. B. now holds the same by Lease, granted to him by the said, &c. in his Life-time; and also the Reversion and Reversions, Remainder and Remainders, Rents and Services of all and singular the said Premises above-mentioned, and of every Part and Parcel thereof, with the Appurtenances. Hath

Hath granted, bargained, sold, aliened, *Grant in a*
 released and confirmed, and by these Pre- *Mortgage in*
 sents doth grant, &c. unto the said C. D. *Fee of a Ca-*
 (in his actual Possession now being, by Vir- *pital Messu-*
 tue of a Bargain and Sale to him thereof *age, &c.*
 made by the said A. B. by Indenture, bear-
 ing Date the Day next before the Day of
 the Date of these Presents, for the Term of
 one whole Year, and by force of the Sta-
 tute for transferring of Uses into Posses-
 sion, and to his Heirs and Assigns) all that
 capital Messuage or Tenement, with the
 Appurtenances called, &c. with all Houses,
 Edifices, Buildings, Barns, Stables, Gardens,
 Orchards, Farms, Lands, Tenements, Mea-
 dows, Leasows, Pastures, Feedings, Woods,
 Underwoods and Soil of Woods, Fishings,
 Ways, Waters, Water-courses, Streams,
 Weirs, Commons, Profits, Emoluments,
 and other Hereditaments whatsoever to the
 said Messuage or Tenement belonging, or
 in any wise appertaining, or therewith used,
 held or enjoyed, or reputed, taken or
 known as Part, Parcel, or Member thereof,
 or Appurtenant thereunto, situate, lying
 and being in, &c. and containing by Esti-
 mation 300 Acres, more or less, and late in
 the Tenure or Occupation of, &c. his As-
 signs or Undertenants, and now in the Te-
 nure or Occupation of the said A. B. his
 Assigns or Undertenants; and also the Re-
 version and Reversions, Remainder and Re-
 mainders, Rents and Services of all and
 singular the said Premises above-mention-
 ed, and of every Part and Parcel thereof,
 with the Appurtenances; and also all the

Estate, Right, Title, Interest, Claim and Demand whatsoever of him the said *A. B.* of, in or to the said Premises, and of, in and to every Part and Parcel thereof, with the Appurtenances; and also all Deeds, Evidences and Writings touching or concerning the said Premises, (or any Part thereof, now in the Custody or Possession of him the said *A. B.* or which he can or may get or come by without Suit in Law.

Grants in an Assignment of a Mortgage and Ratification of a Term.

Hath bargained and sold, assigned and set over, and by these Presents doth bargain, &c. unto the said *C. D.* all and singular the said Manors, Messuages, Lands, Tenements, Hereditaments and Premises above-mentioned to be granted in and by the said recited Indenture, with their and every of their Appurtenances, together with the said recited Indenture; and also all the Estate, Right, Title, Interest, Term of Years, Claim and Demand whatsoever, as well in Equity as in Law, of him the said *A. B.* of, in and to the said Manors and Premises, and of, in and to every Part and Parcel thereof, with the Appurtenances, (after the *Habendum*, covenant that the Mortgagee hath not incumbered; and this *Indenture further Witnesseth, &c.*) hath granted, bargained and sold, released, ratified and confirmed, and by these Presents doth grant, &c. unto the said *C. D.* all and singular the said Manors, Messuages, Lands, Tenements, Hereditaments and Premises above-mentioned, and every Part and Parcel thereof, with the Appurtenances; and also all the Estate, Right, Title, Interest, Claim

Claim and Demand whatsoever, as well in Equity as in Law, of him the said T. B. of, in and to the said Manors and Premises, and of, in and to every or any Part and Parcel thereof, with the Appurtenances.

Hath bargained and sold, assigned and set over, and by these Presents doth bargain, &c. unto the said C. D. all and singular the said Messuage and Premises above-mentioned to be granted and assigned in the second recited Indenture made from the said, &c. to the said, &c. and every Part and Parcel thereof, with the Appurtenances; and also all the Estate, Right, Title, Interest, Term of Years, Claim and Demand whatsoever, as well in Equity as in Law, of him the said A. B. of, in and to the said Premises, and of, in and to every Part and Parcel thereof, with the Appurtenances, together with the said second recited Indenture; and all other Deeds and Writings relating to the said Premises, now in his Custody of Possession, &c.

Hath granted, bargained and sold, released, ratified and confirmed, &c. all and singular the said Messuage and Premises above-mentioned, and every Part and Parcel thereof, with the Appurtenances; and also all the Estate, &c.

Hath remised and released, and by these Presents doth remise and release unto the said C. D. his Executors, Administrators and Assigns, the Proviso or Condition in the said recited Indenture contained, and all Benefit and Equity of Redemption of the said Premises, by Virtue or Colour thereof, &c.

Another Grant of the like Nature.

Grant in an Assignment of a Mortgage by Release of the Proviso, Assignment and Confirmation, &c.

or otherwise howsoever; and also all Covenants, Clauses and Agreements in the same Indenture contained, which on the Part and Behalf of the said C. D. were to have been, or are, or ought to be observed. *And this Indenture further Witnesseth, &c.* hath bargained and sold, assigned and set over, and by these Presents doth bargain, &c. unto the said E. F. all and singular the said Messuages, Lands, Tenements, Hereditaments, and Premises above-mentioned, and every Part and Parcel thereof, with the Appurtenances; and also all the Estate, Right, Title, Interest, Term of Years, Claim and Demand whatsoever, as well in Equity as in Law, of him the said C. D. of, in and to the said Premises above-mentioned, and of, in and to every Part and Parcel thereof, with the Appurtenances, together with the said recited Indenture, and all other Deeds and Writings relating to the said Premises now in his Custody or Possession. To hold, &c. *And this Indenture also further Witnesseth, &c.* hath granted, bargained and sold, released, ratified and confirmed, and by these Presents doth grant, &c. unto the said E. F. all and singular the said Messuages, Lands, Tenements, Hereditaments and Premises above-mentioned, and every Part and Parcel thereof, with the Appurtenances; and also all the Estate, Right, Title, Interest, Term of Years, Claim and Demand whatsoever of him the said A. B. of, in and to the said Premises above-mentioned, and

of, in and to every Part and Parcel thereof, with the Appurtenances.

Hath remised and released, &c. unto the said C. D. his Executors and Administrators, the *Proviso* or Condition in the said last recited Indenture contained, and all Benefit and Equity of Redemption of the said Premises, &c. *as supra*; and this Indenture further Witnesseth, &c. hath bargained and sold, assigned and set over, &c. and the said A. B. for the Considerations aforesaid, and, &c. to him in Hand paid by the said E. F. hath ratified and confirmed unto the said E. F. all and singular the said Messuages, Lands, Tenements, Hereditaments and Premises above-mentioned, and every Part and Parcel thereof, with the Appurtenances; and also the Reversion and Reversions, Remainder and Remainders, Rents and Services thereof, and of every Part and Parcel thereof, together with the said several recited Indentures, and also all the Estate, &c.

Another more concise.

Have granted, ratified and confirmed, and by these Presents do for them and their Heirs grant, ratify and confirm unto the said C. D. his Heirs and Assigns, the said Message or Tenement, and all and singular other the Premises, and every Part and Parcel thereof, with the Appurtenances in the said recited Indenture of Release mentioned; and also the said A. B. and E. his Wife, have remised, released, and for ever quit-claimed, and by these Presents do remise, &c. unto the said G. D. his Heirs and Assigns, and every of them, the said *Proviso* or Condition in the said recited Indenture

Confirmation of Lands and Release of a Proviso, &c.

ture of Release mentioned and contained, and all Right and Power of Redemption of the said Messuage or Tenement, and Premises which they the said A. B. and E. his Wife have, or either of them hath, or can or may have or claim either in Law or Equity, by Virtue of the said *Proviso* or Condition; and also all the Estate, Right, Title, Interest, Claim and Demand whatsoever of them the said A. B. and E. his Wife, of, in or to the said Messuage or Tenement and Premises, and of, in and to every or any Part or Parcel thereof, with their and every of their Appurtenances.

Grant, &c. in an Assignment of an Assignment of a Mortgage and Bond, &c.

Hath granted, bargained, sold, assigned and set over, &c. unto the said C. D. his Executors, Administrators and Assigns, the said recited Indenture of Mortgage, and the said Sum of, &c. thereby secured, and all the Estate, Right, Title, Interest, Trust, Term of Years, Claim and Demand whatsoever both in Law and Equity, or otherwise howsoever, which he said A. B. in his own Right hath or can or may claim, challenge or demand of, in or to the said Mortgaged Premises, or of, in or to the said Sum of, &c. so due and owing to the said, &c. as fully, amply and effectually to all Intents, Constructions, and Purposes whatsoever, as he the said A. B. might or could have or claim the same, by Virtue of the said recited Mortgage and Assignment, or otherwise howsoever; and this Indenture further Witnesseth, &c. hath assigned, transferred and set over, and by these Presents doth assign, &c. unto the said C. D. his

his Executors, Administrators and Assigns, to and for his and their own proper Use and Behoof, the said recited Bond or Obligation made by the said, &c. to the said A. B. and all and every Sum and Sums of Money thereby due, or to be due and owing, or to be had and recovered thereupon; and for the better enabling the said C. D. his Executors and Administrators to recover and receive the same, he the said A. B. doth hereby make, ordain, constitute and appoint the said C. D. his Executors and Administrators, his true and lawful Attorneys in the Name of him the said A. B. his Executors or Administrators, and in the Name or Names of the said Executors of the said, &c. (but to and for the only proper Use and Behoof of him the said C. D. his Executors, Administrators and Assigns) to ask, demand, sue for, recover, levy and receive of and from the said, &c. his Heirs, Executors, or Administrators, or any of them; or any of his or their Trustees for the Payment of any Lands or Tenements conveyed to such Trustees for the Payment of the Debts of the said, &c. or any other Persons whatsoever liable to the Payment of the said Debt, all such Sum or Sums of Money as shall be due or payable, or to be had or recovered, by Virtue of the said recited Bond or Obligation, and to take all lawful Ways and Means for Recovery thereof; and Acquittances and other sufficient Discharges for the same, or any Part thereof, in the Name of him the said A. B. his Executors or Administrators, or in the Name or Names of the said, &c.

Letter of Attorney.

or

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or of the Executors or Administrators of the said, &c. to make, seal and deliver, and to do and execute all and every such lawful Act and Acts whatsoever concerning the Premises as fully in every respect as he the said A. B. his Executors or Administrators, or the said, &c. his Executors or Administrators; or the Executors or Administrators of the said, &c. might or could do, if personally present.

Grant in an Assignment of Part of a Mortgage, Right to the Mortgage-Money, and Benefit of the said Mortgage, &c.

Hath granted, bargained and sold, assigned and set over, and by these Presents doth grant, &c. unto the said C. D. his Executors, Administrators and Assigns the said 100 l. secured to the said A. B. in and by the said recited Indenture above-mentioned, and the full Benefit and Effect of the said Mortgage, and other Security for the same; and also all the Estate, Right, Title, Interest, Trust, Term of Years, Claim and Demand whatsoever, both in Law and Equity; or otherwise howsoever, which he the said A. B. hath, or can or may claim, challenge or demand, of, in or to the said Sum of 100 l. due and owing to the said, &c. on the said Mortgage to the said, &c. in Trust as aforesaid, as fully, amply and effectually, to all Intents, Constructions and Purposes whatsoever, as he the said A. B. might or could have or claim the same, by Virtue of the said recited Indenture of Mortgage and the Declaration of Trust, or other Security last above recited, or otherwise howsoever; and for the better enabling the said C. D. his Executors and Administrators, to recover and receive the

Letter of Attorney.

the said 100 l. with the Interest thereof, he the said A. B. doth hereby make, ordain, constitute and appoint the said C. D. his Executors and Administrators, his true and lawful Attorneys irrevocable, in the Name of the said A. B. or in the Names of the said, &c. or either of them, their or either of their Executors or Administrators (but to and for the only proper Use and Benefit of the said C. D. his Executors, Administrators and Assigns) to ask, demand, sue for, recover and receive of and from the said, &c. his Heirs, Executors or Administrators, the said Sum of 100 l. with all Interests from henceforth to grow due there-fore, and payable, or to be had or recovered by Virtue of the said recited Mortgage and Declaration of Trust, and to take all lawful Ways and Means for Recovery thereof; and on Receipt thereof Acquittances, and other sufficient Discharges for the same, or any Part thereof, in the Name of him the said A. B. his Executors or Administrators to make, seal and deliver, and so to do and execute all and every such lawful Act and Acts whatsoever concerning the Premises, as fully in every respect as he the said A. B. his Executors or Administrators might or could do, if personally present.

Hath granted, bargained and sold, released, ratified and confirmed, and by these Presents doth grant, &c. unto the said C. D. all and singular the said Messuage or Tenement, &c. and also the Reversion and Reversions, Remainder and Re-
mainders,

A Bargain and Sale, Release and Confirmation of a Term as a Security for Money borrowed.

mainders, Rents and Services thereof, and of every Part and Parcel thereof, with the Appurtenances; and also all the Estate, Right, Title, Interest, Claim and Demand whatsoever of him the said A. B. of, in and to the same Premises; and of, in and to every or any Part or Parcel thereof, with the Appurtenances.

Grant in an Assignment of a Mortgage to attend the Fee.

Hath bargained, sold, assigned and so over, and by these Presents doth bargain, &c. unto the said E. F. and G. H. (by the Nomination and Appointment of the said C. D.) all and singular the said Messuage or Tenement, Lands and Premises above mentioned, and every Part and Parcel thereof, with the Appurtenances; and also all the Estate, Right, Title, Interest, Claim and Demand whatsoever of him the said A. B. of, in and to the said Premises, and of, in and to every Part and Parcel thereof, with the Appurtenances.

Grant in a Release of Equity of Redemption of Lands mortgaged.

Hath granted, bargained and sold, released, ratified and confirmed, and by these Presents doth grant, &c. unto the said C. D. all and singular the said Messuage, Tenements, Hereditaments and Premises above recited so have been granted to the said A. B. and every Part and Parcel thereof, with the Appurtenances; and also the Reversion and Reversions, Remainder and Remainders, Rents and Services thereof, and of every Part and Parcel thereof, with the Appurtenances; and also all the Estate, Right, Title, Claim and Demand whatsoever, as well in Equity as in Law, of him the said A. B. of, in and to the

the said Messuage and Premises, and of, in and to every Part and Parcel thereof with the Appurtenances.

Hath remised, released and for ever quit-claimed, and by these Presents doth for him and his Heirs, fully, clearly and absolutely remise, release, and for ever quit-claim unto the said C. D. and to his Heirs and Assigns for ever, all the Estate, Right, Title, Interest, Claim and Demand whatsoever of him the said A. B. of, in or to all that Messuage, &c. situate, &c. by any Ways or Means whatsoever.

Release of all a Man's Right and Title to Lands.

(Or thus) Hath granted, remised, released, and for ever quit-claimed, and by these Presents doth grant, &c. to the said C. D. his Heirs and Assigns for ever, all his Estate, Right, Title, Interest, Claim and Demand whatsoever, of, in, to or out of the said several and respective Messuages, Lands, Tenements and Hereditaments, before mentioned, or any Part or Parts thereof, and of, in and to all and singular other the Messuages, Lands, Tenements and Hereditaments, whereof or wherein he the said, &c. died seised of any Estate of Inheritance or Freehold, and of, in and to the Rents, Reversions, Remainders and Services thereof, and of all Deeds, Evidences and Writings, of or concerning the same or any of them.

Hath granted, released and confirmed, and by these Presents doth grant, &c. unto the said C. D. (in his actual Possession, now being by virtue of a Bargain and Sale to him thereof made for one Year, by Indenture,

Grant in a Release of Lands given by Will on trust, made by the Trustee.

denture, bearing Date the Day next before the Day of the Date of these Presents, and by force of the Statute for transferring of Uses into Possession, and to his Heirs and Assigns, all and singular the said Messuages, Lands, Tenements, Hereditaments and Premises, with the Appurtenances by the said recited Will bequeathed unto the said A. B. and the Reversion and Reversions, Remainder and Remainders thereof, and of every part thereof, and all the Estate, Right, Title, Interest, Property, Claim and Demand whatsoever of him the said A. B. of, in or to the said hereby granted Premises, or any part thereof.

Grant in a Release and Confirmation of Lands to a Man and his Heirs for ever.

Hath granted, bargained and sold, aliened, released and confirmed, and by these Presents doth fully, freely and absolutely grant, &c. unto the said C. D. (in his actual Possession now being of the Close of Ground and Premises herein-after mention'd, by virtue of a bargain and sale to him thereof made for one whole Year by Indenture, bearing Date the Day next before the Day of the Date of these Presents, and by force of the Statute for transferring of Uses into Possession) and to his Heirs and Assigns for ever, all that Close or piece or Parcel of Ground, &c. situate, &c. and also all Trees, Woods, Underwoods, Ways, Waters, Water-courses, Commons, Profits, Commodities, Emoluments and Hereditaments whatsoever to the said Close of Ground above mentioned, belonging or in any wise appertaining, or accepted, reputed, taken or known, as Part, Pareel or Member thereof;

thereof; and also the Reversion and Reversions, Remainder and Remainders, Rents and Services of the said Premises above mentioned, and of every part and parcel thereof, with the Appurtenances; and also all the Estate, Right, Title, Interest, Claim and Demand whatsoever, as well in Equity as in Law, of him the said A. B. of, in and to the said Premises above mentioned, and of, in and to every part and parcel thereof, with the Appurtenances; and also all Deeds, Evidences and Writings, touching or concerning the said Premises above mentioned only, or only any part thereof, together with true Copies of all other Deeds, Evidences and Writings which do concern the said Premises above mentioned, jointly with any other Lands, Tenements or Hereditaments, now in the Custody or Possession of him the said A. B. or which he can or may get or come by, without Suit in Law, the same Copies to be made and written at the Request, Costs and Charges of the said C. D. his Heirs and Assigns.

Hath granted, bargained, sold, aliened, *Grant in a Release and* enfeoffed, released, conveyed and confirmed, and by these Presents doth fully, *Conveyance of Lands, &c.* freely and absolutely grant, &c. unto the said C. D. (in his actual Possession now *and recital* being, &c.) and to his Heirs and Assigns *here derived down to the* for ever; all that Messuage or Tenement, &c. situate, &c. And also all Ways, Waters, Paths, Passages, Easements, Profits, Privileges, Advantages, Emoluments, Hereditaments and Appurtenances whatsoever

to the said Messuage or Tenement belonging or in any wise appertaining, or to or with the same, or any part thereof, as part, parcel or Member thereof, used or enjoy'd (which said Messuage or Tenement and Premises were formerly the Messuage, &c. of, &c. and since of, &c. and by him the said, &c. by Indenture of Lease and Release, bearing Date, &c. granted and convey'd to the said A. B. his Heirs and Assigns for ever, under and subject to the yearly Rent of, &c. as by the said Conveyance may appear) and also the Reversion and Reversions, Remainder and Remainders, Rents and Services of all and singular the said Premises above mentioned, and of every part and parcel thereof, with the Appurtenances; and also all the Estate, Right, Title, Interest, Claim and Demand whatsoever, as well in Equity as in Law, of him the said A. B. of, in and to the said Premises above mentioned, and of, in and to every part and parcel thereof, with the Appurtenances, and all Deeds, Evidences, and Writings, touching or concerning the said Premises above mention'd only, or only any part thereof.

A Grant in a Release and Confirmation made by two Persons.

Have, and every and either of them hath granted, bargained and sold, aliened, released and confirmed, and by these Presents do, and every and either of them doth fully, freely and absolutely grant, &c. unto the said C. D. (in his actual Possession, now being, &c.) and to his Heirs and Assigns for ever, all and singular the said Messuages, Tenements, Hereditaments and Premises

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Premises above mentioned, with their and every of their Appurtenances, and also the Reversion and Reversions, Remainder and Remainders, Rents and Services of the said Premises, and of every part and parcel thereof, with the Appurtenances; and also all the Estate, Right, Title, Interest, Claim and Demand whatsoever, as well in Equity as in Law, of them the said A. B. and E. B. of, in and to the same Premises; and of, in and to every part and parcel thereof, with the Appurtenances; and also all Deeds, Evidences and Writings touching or concerning the said Premises above mentioned, or any part thereof, now in the Custody or Possession of them the said A. B. and E. B. or either of them, or which they or either of them can or may get or come by, without Suit in Law.

Hath granted, bargained and sold, aliened, released and confirmed, and by these Presents doth grant, &c. unto the said C. D. (in his actual Possession, now being, &c.) and to his Heirs and Assigns for ever, all that Messuage or Tenement, commonly called or known by the Name of, &c. with the Rights, Members and Appurtenances thereof, situate, &c. and all Houses, Edifices, Buildings, Orchards, Gardens, Lands, Meadows, Commons, Pastures, Feedings, Woods, Underwoods, Ways, Paths, Waters, Water-courses, Easements, Profits, Commodities, Advantages, Emoluments and Hereditaments whatsoever to the said Messuage or Tenement belonging or in

any wife appertaining, or which now are, or formerly have been accepted, reputed, taken, known, used, occupied or enjoyed, to or with the same, or as Part, Parcel or Member thereof, or of any Part thereof, situate, &c. aforesaid; and also all those two Pieces or Parcels of Land with their Appurtenances, called, &c. and also all that other Messuage or Tenement, with the Appurtenances, commonly called or known by the Name of, &c. situate, &c. And all Houses, Edifices, Buildings, &c. (*ut supra*) and also all that Grove of Wood, or Wood-Ground, with the Appurtenances, called, &c. and also all that Pasture commonly called, &c. containing, &c. and also all and singular Houses, Out-houses, Edifices, Buildings, Gardens, Orchards, Back-sides, Commons, Ways, Paths, Waters, Water-courses, Royalties, Woods, Underwoods and Trees, and the Ground and Soil of the same Woods, Underwoods and Trees, Profits, Commodities, Emoluments and Hereditaments whatsoever to the said Premises, or any part thereof, belonging or in any wise appertaining; and also all other the Messuages, Lands, Tenements and Hereditaments whatsoever of him the same A. B. situate, lying and being in, &c. aforesaid, in the said County of, &c. and also the Reversion and Reversions, Remainder and Remainders, Rents and Services of all and singular the said Premises above mentioned, and every Part and Parcel thereof, with the Appurtenances; and also all the Estate, Right, Title, Interest, Claim and Demand what-

whatsoever of him the said *A. B.* of, in and to all and singular the said Premises above mentioned, and of, in and to every Part and Parcel thereof with the Appurtenances, and also all Deeds, &c.

Hath granted, bargained and sold, aliened, released and confirmed, &c. unto the said *C. D.* (in his actual Possession, &c.) and to his Heirs and Assigns for ever, all that the third part (in three parts to be divided) of one hundred Acres of Pasture-Ground, lying, &c. called, &c. the said third part to begin and be taken at and from the East-end of the said Ground, and so to extend towards the West-end, until the same third part of the said 100 Acres be made up complete; and also all that the said *A. B.*'s third part, in three equal parts to be divided, of and in all those the Manors of, &c. and Farms called, &c. situate, &c. with the Rights, Members and Appurtenances, and all Messuages, Houses, &c. Ways, Waters, &c. and also the Reversion and Reversions, &c. and also all the Estate, &c.

Grant in a Release of a third part of Manors, Lands, &c.

Hath granted, bargained and sold, released and confirmed, and by these Presents, doth grant, &c. unto the said *C. D.* and *E. F.* (in their actual Possession now being of the Messuages, Closes, Lands and Hereditaments herein-after mentioned by virtue of a bargain and sale to them thereof made for one whole Year, by Indenture, bearing Date the Day next before the Day of the Date hereof, and by force of the Statute for transferring of Uses into Possession) and to their Heirs and Assigns for ever, all

Grant in a Deed to lead the Uses of a Recovery, by Release.

Grant in a
Marriage Set-
tlement of a
Farm and
Lands, by
Lease and Re-
lease.

that Messuage or Tenement, &c. and all Ways, &c. and all Rents, Reversions, Remainders and Services thereof, or incident thereunto, and also all the Estate, &c.

Hath granted, aliened, released and confirmed, and by these Presents, doth grant, &c. unto the said C. D. and E. F. (in their actual Possession now being, &c.) and to their Heirs, all that Messuage, Tenement or Farm, and all Arable Lands, Meadow and Pasture Grounds thereunto belonging, or in any wise appertaining, and therewith commonly let, used or enjoyed, containing in the whole by Estimation, &c. (be the same more or less) commonly called or known by the Name or Names of, &c. and all other the Messuages, Lands, Tenements and Hereditaments of the said A. B. situate and being in, &c. in the said County of, &c. and all Houses, Buildings, Gardens, Orchards, Lands, Tenements, Meadows, Pastures, Feedings, Ways, Waters, Water-courses, Commons, Common of Pasture, Profits, Commodities, Hereditaments and Appurtenances whatsoever to the said Premises, or any Part of them belonging or appertaining, or therewith usually let, occupied or enjoy'd, and also the Reversion and Reversions, Remainder and Remainders, Rents and Services of all and singular the said Messuages, Lands and Premises above mentioned, and of every part and parcel thereof; and also all the Estate, Right, Title, Interest, Claim and Demand whatsoever of him, the said A. B. of, in and to the same Premises, and

and of, in and to every part and parcel thereof, with the Appurtenances.

Hath granted, remised, released and confirmed, and by these Presents, doth fully, freely and absolutely grant, *Another Grant in a Marriage-Settlement by Lease and Release.* unto the said C. D. and E. F. their Heirs and Assigns for ever, all and singular the said Manors, Lordships, Messuages, Lands, Tenements, Hereditaments and Premises, in and by the said recited Indenture above mentioned to be granted, and every part and parcel thereof, with the Appurtenances, and also all and singular other the said Premises above recited, and every part and parcel thereof, with the Appurtenances; and also the Reversion and Reversions, Remainder and Remainders, Rents and Services of all and singular the said Manors, Lordships, Lands and Premises above mentioned, and of every part and parcel thereof, with the Appurtenances; and also all the Estate, Right, Title, Interest, Claim and Demand whatsoever of him the said A. B. of, in and to all and singular the said Manors, Lordships, Lands and Premises above recited and mentioned, and of, in and to every part and parcel thereof, with the Appurtenances.

Hath granted, bargained, sold, aliened, *Grant of Manors, Hundreds, Mines, &c. in a Settlement, by Release.* enfeoffed, released and confirmed, &c. unto the said C. D. and E. F. (in their actual Possession, now being, &c.) and to their Heirs, all that the Manor and Hundred of, &c. with the Rights, Members and Appurtenances thereof, in the said

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County of, &c. and also all that, &c. and all Fee-Farms, Furze, Heaths, Moors, Marshes, Mines, and all Mines of Iron, Tin, Coal, Lead and Quarries of Stone, in and upon the said Manors, &c. open and unopen, Ways, Wafts and void Grounds, Escheats, Reliefs, Herriots, Courts, Profits of Courts, Courts-Leet and Views of Frankpledge, and all that to the said Courts and Views of Frankpledge doth appertain, Goods and Chattels of Felons, Fugitives and Outlaw'd Persons and Felons of themselves, Fines, Amerciaments, Liberties, Privileges and other Profits, Commodities, Jurisdictions, Emoluments and Hereditaments to the said Manors, Hundred and Premises belonging or in any wise appertaining, or accepted, reputed or taken as Part, Parcel or Member of them, or any of them, and the Reversion and Reversions, Remainder and Remainders, Rents, Issues and Profits of the said Premises, and all the Estate, Right, Title, Interest, Use, Trust, Property, Claim and Demand of her the said E. B. in and to the same.

*Grant in a
Settlement of a
Manor, Castle,
Demesne-
Lands, &c.
with an Excep-
tion.*

Hath granted, bargained and sold, re-
leased and confirmed, and by these Pre-
sents doth grant, &c. unto the said C. D.
and E. F. (in their actual Possession now
being, &c.) and to their Heirs and Assigns
for ever; all that the Manor or Lordship,
or reputed Manor or Lordship of, &c.
with the Rights, Members and Appurte-
nances thereof, in the said County of, &c.
and also all that the Castle and Mansion
House

House of, &c. in the County of, &c. and also all the Demefne Lands of or belonging to the said Mansion-House, situate, lying and being in the several Parishes of, &c. containing, &c. of Land, Arable, Meadow, Pasture and Wood, with the Appurtenances; and all the Messuages, Houses, Mills, Cottages, Curtilages, Dove-houses, Barns, Buildings, Gardens, Lands, Tenements, Meadows, Leafows, Pastures, Feedings, Parks, Commons, Woods, Underwoods, Wafts, Waft-Grounds, Courts-Leet, Courts-Baron, Profits and Perquisites of Courts, Liberties, Royalties, Franchises, Privileges, Advantages, Emoluments and Hereditaments whatsoever to the said Manor or Lordship, Castle, Demefne-Lands and other the said Premisses above mentioned belonging or in any wise appertaining, or accepted, reputed or taken as Part, Parcel or Member thereof; and also all and singular other the Messuages, Lands, Tenements and Hereditaments whatsoever of him the said *A. B.* within the several Parishes of, &c. or elsewhere, in the said County of, &c. (except the several Tenements in, &c. now in the several Tenures or Occupations of the Persons in the Schedule hereto annexed named,) and also the Reversion and Reversions, Remainder and Remainders, Rents and Services of all and singular the said Manor or Lordship, Castle and Premisses above mentioned; and every Part and Parcel thereof, with the Appurtenances; and also all the Estate, Right, Title, Interest, Claim and Demand whatsoever

and Parcel thereof, with the Appurtenances.

Hath granted, bargained, sold, aliened, assigned, released, and confirmed, and by these Presents doth grant, &c. unto the said C. D. all that yearly Fee-Farm Rent of, &c. issuing and payable out of and for a Messuage or Tenement, &c. situate, &c. one other annual Rent of, &c. and the Reversion and Reversions, Remainder and Remainders of all and every the said hereby granted Rents; and also all the Estate, Right, Title, Interest, Property, Claim and Demand whatsoever, either in Law or Equity, of the said A. B. of, in and to the said Rents, and every of them, and every part thereof, with their and every of their Appurtenances (all which said several hereby granted Rents, were (amongst others) lately purchased by the said C. D. of, &c.)

Grant in a Conveyance of Fee-Farm Rents, by Release and Assignments.

Hath granted, bargained and sold, aliened, enfeoffed and confirmed, and by these Presents doth grant, &c. unto the said C. D. his Heirs and Assigns for ever, all that Messuage or Tenement, &c. situate, &c. and all Houses, Gardens, Orchards, Lands, Tenements, Meadows, Pastures, Feedings, Ways, Waters, Water-courses, Commons, Common of Pasture, Profits, Commodities, Hereditaments and Appurtenances whatsoever to the said Messuage or Tenement and Premises, or any part thereof, belonging or in any wise appertaining; and also the Reversion and Reversions, &c. and also all the Estate, &c.

Grant in a Feoffment of an Estate.

Hath

*A Grant is a
Release and
Possession.*

Hath granted, bargained, sold, aliened, enfeoffed, released, conveyed and confirmed, and by these Presents, doth fully, freely and absolutely Grant, &c. unto the said C. D. (in his actual Possession now being, &c.) and to his Heirs and Assigns for ever, all that Messuage or Tenement, &c. situate, &c. and also all Ways, Waters, Paths, Passages, Easements, Profits, Privileges, Advantages, Emoluments, Hereditaments and Appurtenances whatsoever, to the said Messuage or Tenement belonging or in any wise appertaining, or to or with the same or with any part thereof, as Part, Parcel or Member thereof, used or enjoyed; and also the Reversion and Reversions, Remainder and Remainders of the said Premises above mentioned, and of every Part and Parcel thereof, with the Appurtenances, and all Rents and Services reserved due or payable upon or by any Demise, Lease or Grant, Demises, Leases or Grants, made of the said Premises, or any part thereof; and also all the Estate, Right, Title, Interest, Possession, Freehold, Property, Claim and Demand whatsoever of him the said A. B. of, in and to the said Premises above mentioned, and of, in and to every Part and Parcel thereof, with the Appurtenances; and also all Deeds, Evidences and Writings, touching or concerning the said Premises only, or only any Part thereof.

Hath surrendered and yielded up, and by these Presents, doth surrender and yield up unto the said C. D. his Heirs and Assigns for ever, the said Messuage or Tenement and Premises above mentioned, and all the Estate, Right, Title, Interest, Claim and Demand whatsoever of him the said A. B. of, in and to the same.

A Surrender of Lands.

Hath granted, bargained, sold, surrendered, yielded up, and for ever quit-claimed, and by these Presents, doth grant, &c. unto the said C. D. (to whom the Reversion and Inheritance of the said Premises doth belong and appertain) and to his Heirs and Assigns for ever, all and singular the said Messuage, Tenement, Closes, Lands, Hereditaments and Premises above mentioned, with the Appurtenances; and also all the Estate, Right, Title, Interest, Term of Years, Claim and Demand whatsoever, as well in Equity as in Law, of him the said A. B. of, in and to the said Messuage, Tenement and Premises, with the Appurtenances, so that neither he the said A. B. his Executors, Administrators or Assigns, or any of them, shall or may have, claim, challenge or demand the said Premises, or any Part thereof, or any Estate, Right, Title or Interest of, in and to the same, or any Part thereof, but shall and will at all times hereafter, of and from all and every Action, Right, Title or Interest of, for and concerning the said Premises, and every Part thereof be barred, and for ever excluded by these Presents.

A Bargain and sale and Surrender to the next in reversion.

Hath

Copies of all such as concern the same, with other Lands.

Grant and Declaration that an Indenture of Lease shall be a Security to indemnify the Grantee from another Indenture, &c.

Hath granted, declared and agreed, and by these Presents doth grant, &c. that the said recited Indenture of Lease to him granted as aforesaid, and the Messuage, Tenement and Lands therein mentioned, shall be liable and subject to the indemnifying and saving the said A. B. his Heirs, Executors and Administrators harmless, of, from and against all Actions and Suits, both in Law and Equity, Costs, Charges, Expenses and Damages whatsoever, that may be brought against, or happen to him or them, for or by reason of the not delivering up, or cancelling the said recited Deed of, &c. any thing in the said recited Indenture contained to the contrary notwithstanding.

Declarations of Trust, that a Man's Name is used in Trust in a Bond.

(After reciting the Bond) Now know all Men by these Presents, That the said C. D. doth hereby acknowledge and declare, that the said Sum of, &c. lent upon the said Obligation, was all the proper Money of A. B. of, &c. and that the Name of him the said C. D. used in the said Obligation, is only in Trust, and for the Benefit of him the said A. B.

In an Indenture of Lease, &c.

Now, Know all Men by these Presents, That I the said A. B. do hereby declare, That my Name was and is made use of in the said Indenture of Lease, in Trust only for C. D. of, &c. Gent. and for his Use and Benefit, and to and for no other Use, Intent or Purpose whatsoever.

Now,

Now Known all Men, &c. That the said C. D. and E. F. do hereby signify and declare, That their Names were and are used in the said recited Indenture, only as Persons in Trust, and to the intent to permit and suffer the said A. B. and his Assigns, to hold and enjoy the said Premises above recited, with the Appurtenances, for and during the Term of his Natural Life, and from and after his Decease, in Trust for the said E. Wife of the said A. B. and her Assigns, for and during the Term of her natural Life; and after the Decease of both of them the said A. B. and E. his Wife, then in Trust, and to and for the only proper Use, and Benefit of the Heirs, Executors and Administrators of the said A. B. and to and for or upon none other Use, Intent, Trust or Purpose whatsoever. /

Now this Indenture Witnesseth, That Declaration of the said A. B. and C. D. do hereby signify ^{Trust on a} and declare, that 500 l. parcel of the said ^{Mortgage that} 1200 l. secured by the said recited Indenture, were and are the proper Money of ^{the Money was} the said E. F. and that 500 l. more, other &c. ^{advanced by} Parcel of the said 1200 l. were and are the proper Money of the said G. H. and that 200 l. the residue of the said 1200 l. were and are the proper Money of the said J. K. and therefore they the said A. B. and C. D. do hereby declare and agree, that they, their Heirs, Executors and Administrators, will from henceforth stand possessed of, and interested in the said mortgaged Premises, and Money thereby secured, in Trust for each of them the said E. F. G. H. and J. K. according

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according to their several Proportions afore-
said. And further, that the said *A. B.* and
C. D. will not release the said *T. B.* his
Heirs or Assigns, or their or either of their
said Debts, or assign, convey or transfer
the said mortgaged Premises, or any part
thereof, until the said 500 *l.* and Interest,
shall be paid to and received by the said
E. F. and until the said 500 *l.* and Interest,
shall be paid to and received by the said
G. H. and until the said 200 *l.* and Interest
shall be paid to and received by the said
J. K. &c.

*Declaration
that a Man's
Name is used
in Trust, in a
Conveyance of
Lands, &c.*

Now this Indenture Witnesseth; That the
said *C. D.* doth hereby confess, acknow-
ledge and declare, that the said recited In-
denture of Lease and Release, was and is
made to and in the Name of the said *C. D.*
in Trust to and for the Use of the said *A. B.*
his Heirs and Assigns for ever; and that
the said Sum of 500 *l.* mentioned to be the
Consideration of the said Indenture of Re-
lease, was the only proper Money of the
said *A. B.* And in performance of the Trust
in him reposed as aforesaid, he the said
C. D. for himself, his Heirs, Executors and
Administrators, doth covenant, promise
and grant to and with the said *A. B.* his
Heirs, Executors, Administrators and As-
signs by these Presents, that he the said
C. D. his Heirs and Assigns, shall and will
from time to time and at all times here-
after, upon the reasonable Request, and at
the Costs and Charges in the Law of the
said *A. B.* his Heirs and Assigns, convey
and assure all and singular the Messuages or
Tene-

Tenements and Premises, in and by the said recited Indenture of Release granted, or mentioned or intended to be thereby granted and released, and every Part and Parcel thereof, with the Appurtenances, and all his Estate and Interest therein unto the said A. B. his Heirs and Assigns for ever, or unto any other Person or Persons, and in such sort, manner and form as the said A. B. his Heirs and Assigns, or his or their Counsel learned in the Law, shall be reasonably devised or advised and required, so as the same Conveyance or Assurance contain no further or other Warranties than against the said C. D. and his Heirs; and further, that at the time of making such Conveyance or Assurance as aforesaid, the said Messuage, &c. shall be free and clear, &c. of and from all Bargains, &c.

Now, Know ye, That the said A. B. in pursuance of the Power to him given, in and by the said last recited Indenture, doth by this his Deed, under his Hand and Seal, limit and appoint that after the Death of him the said A. B. and the Death of the said E. his Wife; if C. B. Son of the said A. B. shall and do Out-live the said A. B. and E. that then they the said C. D. E. F. and G. H. their Executors and Administrators shall from thenceforth permit and suffer the said C. B. his Executors, Administrators and Assigns, to have, hold, possess and enjoy the said Messuage, Tenement, Lands and Premises above mentioned, for his and their own Use and Benefit, during all the rest and residue of the said recited

A Limitation and Appointment of Leasehold Lands, pursuant to a Power by Settlement to the Use of Sons and Daughters, &c.

Term of 99 Years, determinable as afore-
said, which shall be then to come and un-
expired therein; and the said *A. B.* doth
further limit and appoint, that if and in
case the said *C. B.* shall die in the Life-time
of the said *A. B.* or in the Life time of the
said *E.* Wife of the said *A. B.* or before he
attain to the Age of 21 Years, or be mar-
ried; and that *T. B.* another Son of the said
A. B. and Brother of the said *C. B.* shall
and do Out-live the said *A. B.* his Father,
E. his said Wife, and the said *C. B.* that
then they the said *C. D. E. F.* and *G. H.*
shall permit and suffer the said *T. B.* his
Executors and Assigns, to have, hold, pos-
sess and enjoy the said Messuage, &c. for
his and their own Use and Benefit, during
all the rest and residue of the said Term of 99
Years above recited, determinable as afore-
said, which shall be then to come and un-
expired: And the said *A. B.* doth further
limit and appoint, that if the said *T. B.*
shall die in the Life-time of the said *A. B.*
or in the Life-time of the said *E.* or in the
Life-time of the said *C.* his Brother, and
that the said recited Term of 99 Years shall
have longer continuance; and that the two
Daughters of the said *A. B.* *R.* and *M.*
shall be living, that then the said *C. D.*
E. F. and *G. H.* their Executors and Admi-
nistrators, shall permit and suffer the said
R. and *M.* to hold and enjoy the said Mes-
suage, &c. and receive the Rents, Issues
and Profits thereof during all the rest and
residue of the said Term of 99 Years
above recited, which shall be then to come
and

*Limitation to
the Daughters.*

and unexpired therein; and if but one of them the said R. and M. shall be then living, shall permit the Survivor of them, her Executors or Administrators, to hold and enjoy the said Messuage, &c. during all the said Term; and if neither of them shall be then living, shall permit and suffer the Executors or Administrators of the Survivor of them the said R. and M. to hold and enjoy the same during the then rest and residue of the said Term.

In this Limitation, you are first to recite the Settlement and the Proviso or Power to limit and appoint, &c. by saying after the common recital of the Settlement; [In which said Indenture is contained a Proviso or Power for the said, &c. to limit, &c.]

Now know ye by these Presents, That *A Limitation*
I the said A. B. by virtue and in pursuance *and appoint-*
of the Power and Authority to me given *ment of Lands*
by the Settlement of the said T. B. my *to a Wife for*
Uncle, and also by virtue of any other *Life for her*
Power or Authority to me given, or in me *Jointure, &c.*
being, by these Presents signed with my
Hand, and sealed with my Seal in the pre-
sence of the Persons whose Names are
hereon endorsed as Witnesses thereto,
Have limited and appointed, and by these
Presents do limit and appoint to and to
the Use of E. my now Wife, for and du-
ring her Life, to take effect immediately
after my Death, as and for her Jointure,
all that Capital Messuage, Tenement or
Farm of, &c. aforesaid, and all and every
the Out-houses, Gardens, Orchards and
other Appurtenances thereto belonging,

and the several Closes or Grounds, with their Appurtenances following, (that is to say,) One Ground called, &c. situate, &c. now rented by, &c. and also all that Ground called, &c. or by whatsoever other Name or Names the abovesaid Grounds are called, known or distinguish'd, all which said Messuage, Closes, Grounds, Lands and Premises, are situate and being within the Parishes of, &c. or some or one of them, in the said County of, &c. and are Part and Parcel of the Manor, Messuages, Lands, Tenements and Hereditaments in the said Settlement of my said Uncle T. B. contained. And I the said A. B. do by these Presents further limit and appoint, that the said E. my Wife shall have and take (after my Death) during her Life, the Rents, Issues and Profits of the said Premises last mentioned, to her own Use and Benefit, as and for her Jointure, &c.

*A Limitation
and Appoint-
ment of the
Uses of a Fine
levied, made
conditionally,
&c.*

Now this Indenture Witnesseth, That for and in Consideration of the Sum of, &c. to the said A. B. in Hand paid by the said C. D. and for securing the Repayment thereof with Interest to the said C. D. the said A. B. and E. his Wife, do hereby limit, direct and appoint that the said Fine so levied as aforesaid, shall from time to time, and at all times hereafter, be and enure, as for and concerning the said Messuage, &c. and that the said C. D. and his Heirs, and all and every other Person and Persons, and his and their Heirs, standing and being seised, or which shall stand or be seised of and in the same Messuage, Tenement

ment and Premises, shall from time to time, and at all times hereafter, stand and be seised thereof, and of every Part and Parcel thereof, with the Appurtenances, to and for the Use and Behoof of the said E. F. his Executors, Administrators and Assigns, for and during the Term of 500 Years next and immediately ensuing and following, and fully to be compleat and ended without Impeachment of Waste, &c. Provided, &c. the said A. B. do repay, &c.

Now this Indenture Witnesseth, That the said A. B. in Consideration that he is fully paid and satisfied his said Debt, and all Interest due for the same, in manner as in the said last recited Indenture is expressed; and the said C. D. for the better securing and more sure Payment of the said Sum of, &c. to the said E. F. with Interest for the same, in such manner as in the said Proviso in the said last recited Indenture contained, is mentioned and expressed; he the said A. B. and the said C. D. Parties hereto, Have, and either of them hath directed and appointed, and by these Presents do, and either of them doth direct and appoint, That the said G. H. and J. K. their Heirs and Assigns shall from henceforth, for ever hereafter, stand seised and possessed of, and interested in all and singular the said Messuages, Lands, Tenements, Hereditaments and Premises with the Appurtenances in the said first above recited Indenture contained, in Trust for the said E. F. his Executors, Administrators

A Direction and Appointments to stand seised of Lands in Trust for a Mortgage on a Second Mortgage.

and Assigns, and subject to the Proviso or Condition in the said last recited Indenture contained:

*A Direction
and Appoint-
ment to pay
and receive
Moneys due on
a Mortgage
made on Trans-
ferring part of
the said Mort-
gage.*

And the said *A. B.* for the Considerations aforesaid, and for the better enabling the said *C. D.* his Executors and Administrators to recover and receive the said 100 *l.* with the Interest thereof, he the said *A. B.* doth hereby direct and appoint the said *E. G.* his Heirs, Executors and Administrators, not only to pay or cause to be paid unto, but doth also hereby authorize and appoint the said *C. D.* his Executors and Administrators, to receive the Parts, Proportions and Share of him the said *A. B.* of and in all such Sum or Sums of Money, as shall from time to time, or at any time come to the Hands of him the said *E. G.* or be received by him on the said recited Mortgage, from the said, &c. for the only proper Use and Benefit of him the said *C. D.* his Executors, Administrators and Assigns; and in case of Nonpayment thereof, or of any part thereof, to call him to an Account for the same, and on receipt thereof, to release and discharge the same, and to do, and execute all and every lawful and reasonable Act and Acts, Thing and Things, whatsoever, for the receiving and recovering of the said 100 *l.* and Interest, or so much thereof as shall be by him received of the said, &c. his Heirs, Executors or Administrators, and for the releasing and discharging of the same as fully and effectually in every respect as the said *A. B.* his Executors or Administrators might or could

do by virtue of the said recited Mortgage made to the said E. F. as aforesaid, or otherwise howsoever.

Now know ye, That the said E. B. in *A Limitation*
 Consideration of the said Marriage, and *and Appointment*
 for other Considerations her therewith *ment of Lands*
 moving, hath (in pursuance of the Power *settled on Mar-*
 to her reserved and given, in and by the *riage to the*
 said recited Indenture of Release) limited, *Husband and*
 ordered, directed and appointed, and by *Wife and their*
Heirs, &c.

this present Writing, signed with her Hand, and sealed with her Seal, in the Presence of C. D. E. F. and G. H. being three Credible Witnesses, doth order, direct, limit and appoint, that all and singular the said Premises above mentioned, with the Appurtenances, shall from henceforth for ever hereafter, be and remain; and the said J. K. and L. M. and their Heirs, and all and every other Person and Persons, and his and their Heirs standing and being seised of and in the said Messuage, Tenement and Premises, above recited, shall at all times hereafter stand and be seised thereof, and of every Part and Parcel thereof, with the Appurtenances, to the Use and Behoof of the said A. B. and E. his Wife, their Heirs and Assigns for ever, and to and for none other Use, Intent or Purpose whatsoever.

And the said A. B. for the Consideration *Appointment*
 aforesaid, doth hereby direct and appoint *that all Terms*
 all such Person and Persons to whom any *shall attend a*
 Estate, Term or Interest, have or hath *Settlement, &c.*
 been granted or assigned, of or in the said Manor and Premises, or any Part thereof,

in

in Trust for him and his Heirs, shall from henceforth stand possessed of, and interested in the said Manors and Premises, during the residue and Remainder of such Terms and Estates as are yet to come, in Trust, to attend and wait on the Settlement hereby made, and for the Benefit of such Person and Persons who ought to hold and enjoy the same, pursuant to the Uses hereby limited and declared, and to protect and defend the same against all intervening Incumbrances.

A Revocation of Uses in an Indenture and new Limitation pursuant to a Power on a Purchase.

Know ye, That the said *A. B.* according to, and in pursuance of the Power to him reserved in and by one Indenture, bearing Date, &c. made or mentioned to be made between the said *A. B.* of the one Part, and *C. D.* of, &c. of the other Part, and in pursuance of all and every other Power and Powers and Authorities whatsoever, reserved or limited to him the said *A. B.* in this Behalf, and so far as he is any ways enabled (the consent of the said *C. D.* being hereunto obtained, as by a Deed-Poll under his Hand and Seal, expressing such his Consent may appear) doth by these Presents revoke and make void all and every the Uses in the said Indenture limited, of, for and concerning all and every the Messuages, Lands and Hereditaments, with their Appurtenances in, &c. in the said Indenture mentioned; and also all and every the Uses whatsoever, of, for, touching or concerning any Messuages, Lands, Tenements or Hereditaments whatsoever, in, &c. aforesaid, which now are, or at any time

time heretofore were the Messuages, Lands or Hereditaments of the said A. B. And the said A. B. for good and valuable Considerations him thereunto moving, and especially for and in Consideration of the Sum of, &c. to him in hand paid by E. F. of, &c. the Receipt whereof is hereby acknowledged, doth by these Presents, according to and in pursuance of the Power aforesaid, limit the Use and Uses of all the said Premises in, &c. aforesaid, to the said E. F. his Heirs and Assigns; and doth hereby direct and appoint that every Person or Persons which now do, or hereafter shall stand and be seised of the said Premises or any part thereof, shall stand and be seised thereof, and of every Part thereof, to the Use of the said E. F. his Heirs and Assigns for ever.

Now know all Men by these Presents, That they the said A. B. and E. his Wife, by virtue of the Power to them reserved in and by the said Marriage-Articles and Settlement, or by virtue of any other Power to them reserved, or in them being, do hereby revoke and make void all, and every the Uses, Trusts and Powers in the said Articles contained, and likewise all the Limitations and Appointments in the said Articles mentioned, or by the said Settlement limited, created or contained, and do hereby limit, declare and appoint, that all and singular the said Premises above mentioned, and every Part and Parcel thereof, with the Appurtenances, shall from henceforth remain, continue and be to and for

*Revocation of
Uses in a Set-
tlement, &c.
and new De-
claration and
Appointment.*

for the only proper Use and Behoof of him the said C. D. his Heirs and Assigns for ever; and to and for none other Use, Intent or Purpose whatsoever.

*A Revocation
and new De-
claration by
Indorsement.*

Know all Men by these Presents, That the within named A. B. doth hereby signify and declare that he is minded, purposed and determined to alter, change and make void all and every the Use and Uses, Estate and Estates, in and by the within written Indenture limited and appointed, and that from time to time, and at all times from henceforth for ever hereafter, all and every the Uses by the said Indenture formerly mentioned and expressed, shall be void and of none effect. And the said A. B. doth in pursuance of the Power in him reserved by this Writing, signed with his Seal, in the Presence of, &c. being competent Witnesses, absolutely alter, change, revoke and make void, all and every the Use and Uses, Estate and Estates, in and by the within written Indenture limited and appointed: And doth hereby declare that from time to time, and at all times from henceforth for ever hereafter, all and every the Use and Uses, Estate and Estates, in and by the within written Indenture formerly mentioned and expressed, shall cease, determine and be void, and of no effect; and that from time to time, and at all times from henceforth, the Premises within mentioned, and every Part and Parcel thereof, with the Appurtenances, shall be and remain, and the said C. D. and his Heirs, shall and will stand and be seised there-

thereof, to the only proper Use of the said C. D. his Heirs, and Assigns for ever, to do therewith at his and their Wills, and Pleasures.

Harb fully and absolutely renounced, re-
 linguish'd and yielded up, and by these
 Presents doth fully, freely and absolutely
 renounce, &c. unto the said C. D. not only
 all his Right and Benefit of having, ob-
 taining or suing forth Letters of Admi-
 nistration of the several Goods, Chattels,
 Rights and Credits, late of, &c. deceas'd.
 But also all the Right, Title, Interest,
 Claim, Pretence or Demand whatsoever
 of him the said A. B. of, in or to all or
 every the Goods, Chattels and personal
 Estate, late of the said, &c. remaining and
 being in the House, of, &c. (saving and
 excepting one silver Salver, &c. which by
 Agreement is to be held and enjoy'd by
 the said A. B. as his own proper Goods
 and Chattels, and to his own proper
 Use.)

*A Renunciation
 of Right to
 Goods and
 Chattels, and
 Administra-
 tion, &c. with
 an Exception.*

And the said A. B. doth by these Pre-
 sents renounce and disclaim the said Exe-
 cutorship, and all the Trusts reposed in
 him by the said recited Will, and doth
 likewise by these Presents remise and re-
 lease unto the said C. D. his Executors,
 and Administrators, all his Estate, Right,
 Title and Interest, in and to the said
 Premises, and in and to the said Term
 of five hundred Years, by virtue of the
 said recited Will, or otherwise howso-
 ever.

*A Renunciation
 and Release of
 Executorship.*

I do hereby

I give

*A Bequest in
a Will of Lease-
hold Lands,
and other
Lands in Fee.*

I give the House I hold by Lease from W. B. Esq; situate, &c. which I now live in to my Son C. B. to hold to him during his Life; and after his Decease I give the same to my Daughter E. B. during the Remainder of my Estate and Interest therein; and all the rest of my Lands and Tenements whatsoever, whereof I shall die seized in Possession, Reversion or Remainder, I give to my said Son C. B. his Heirs and Assigns for ever.

*Bequest in a
Will of Lease-
hold-Lands, on
Trust for a
Wife and Chil-
dren, and to
pay Annuities,
&c.*

I give and bequeath unto my Kinsman C. D. and my loving Friends E. F. and G. H. of, &c. all that my Leasehold Estate, which I lately purchased of T. B. Gent. situate, &c. for a Term of Years yet to come, determinable on the Lives of, &c. together with the Indenture of Lease, whereby I hold the same; To have and to hold to them the said C. D. E. F. and G. H. their Executors, Administrators and Assigns, from and immediately after my Decease, for and during the Rest, Residue and Remainder then to come and unexpired of the Term to me in and by the said Indenture of Lease granted, upon this special Trust and Confidence in them reposed, and to the Intent and Purpose that they the said C. D. &c. and the Survivors and Survivor of them, and the Executors and Administrators of such Survivor, do and shall permit and suffer her my said Wife E. B. to have, hold and enjoy all such my said Leasehold Estate to them given as aforesaid, and to receive and take to her own Use and Behoof, the Rents, Issues and Profits thereof, from and
imme-

immediately after my Decease, for and during so much of the Term as shall run out and expire in the Life-time of her my said Wife; and after her Decease, upon this further Trust and Confidence, and to the Intent and Purpose, that they the said C. D. *To pay the Annuities.* &c. and the Survivors and Survivor of them, and the Executors and Administrators of such Survivor, do and shall out of the Rents, Issues and Profits arising out of my said Leasehold Estate, well and truly pay, or cause to be paid unto my said Daughter D. B. her Executors, Administrators and Assigns, for and during so much of the said Term to me therein granted as aforesaid, as shall run out and expire in the Life-time of her my said Daughter, the yearly Annuity or Sum of, &c. at the two most usual Feasts or Terms in the Year (that is to say) the Feast of, &c. and &c. by even and equal Portions; the first Payment thereof to be made at such of the said Feasts which shall first and next happen after the Decease of my said Wife; and upon this further Trust and Confidence, and to the Intent and Purpose that they the said C. D. &c. and the Survivors and Survivor of them, and the Executors and Administrators of such Survivor do and shall permit and suffer my said Son T. B. to have, hold and enjoy all such my said Leasehold Estate, charged with the said Annuity of, &c. per Ann. to my said Daughter, and to receive and take the Overplus of the Rents, Issues and Profits thereof to his own proper Use and Behoof from and immediately

ly after my said Wife's Decease, for and during all the Rest, Residue and Remainder of the Term to me therein granted, which shall be then to come and unexpired.

Devise of Copyhold Lands.

I do hereby give, devise and bequeath all those my Copyhold Messuages, Lands, Tenements and Hereditaments in, &c. aforesaid; and every of them, with the Rents, Issues and Profits thereof (the same being already surrendered to the Use of my last Will) unto my said Daughter E. B. from and immediately after my Decease for and during her natural Life; and after her Decease, then I give and devise the same to my Grandson T. B. and the Heirs of his Body lawfully to be begotten; and for Default of such Issue, then to the Heirs on the Body of my said Daughter E. B. lawfully begotten or to be begotten; and for Default of such Issue, then to my Kinsman C. B. Son of, &c. and to his Heirs for ever.

A Devise of Freehold Lands on Trust, to raise a Daughter's Portion, with Remainder to a Grandson and his Heirs, and Remainder to two Persons severally.

I give and devise all those my Freehold Lands, Tenements and Hereditaments, which I hold in Fee-simple, situate, lying and being in the Towns, Parishes or Precincts of, &c. or either of them, in the County of, &c. with the Rents, Issues and Profits of all and singular the said Premises unto C. D. and E. F. of, &c. To have and to hold the said Lands, Tenements, Hereditaments and Premises to them the said C. D. and E. F. their Executors, Administrators and Assigns, from and immediately after my Decease, for and during, and unto the full

And and Term of 99 Years, from thence next ensuing, and fully to be compleat and ended, without Impeachment of Waste. In Trust nevertheless, and to the Intent and Purpose that they the said C. D. and E. F. their Executors, Administrators or Assigns, do and shall out of the Rents, Issues and Profits thereof or thereby arising, or by Assignment of the said Term, or by Grant, Mortgage or Sale of the said Premisses, or any Part thereof, raise and levy the clear Sum of 1000 l. and the same being so raised as aforesaid, do pay, or secure to be paid, unto my loving Grand-daughter E. B. Daughter of, &c. Wife of, &c. when and as soon as she shall attain to her Age of 21 Years, or be married (which shall first happen.) And if it shall happen that my said Grand-daughter E. B. shall depart this Life before she shall have attained her said Age of 21 Years, or be married, then upon this further Trust, and to the Intent and Purpose that they the said C. D. and E. F. their Executors, Administrators and Assigns, do and shall out of the Rents, Issues and Profits, or by Grant, Mortgage or Sale of the said Premisses, or any Part thereof, or by Assignment of the said Term, raise the said Sum of 1000 l. clear as aforesaid, and the same do pay, or secure to be paid, unto the next Child (be the same a Son or a Daughter) which shall hereafter be lawfully issuing on the Body of my Daughter, &c. and which shall live to attain the said Age of 21 Years, or be married, which shall first happen, if a Daughter; and if a Son,

*The Remain-
ders limited*

Son, then, on attaining the said Age of 21 Years only, which said Sum of 1000 l. to be raised and paid as aforesaid, I do hereby give and bequeath unto my said Grand-daughter E. B. and in case of her Decease, to such next Child so hereafter to be issuing on the Body of my said Daughter, &c. who shall attain the said Age of 21 Years, or be married as aforesaid; And from and immediately after, and as soon as they the said C. D. and E. F. or their Heirs, shall have raised the said Sum of 1000 l. clear from all Payments and Deductions out of my said Freehold Lands, Tenements and Hereditaments, as herein before is appointed; or in case of the Death of the said E. B. or other Child respectively before the respective Times of Payment aforesaid, then my Will is, and I do hereby give and devise all and singular the Premises aforesaid, and the Reversion and Reversions, Remainder and Remainders, of all and singular those my Freehold Lands, Tenements and Hereditaments aforesaid, with the Rents, Issues and Profits thereof, and of every Part thereof, unto my said Daughter D. B. To have and to hold to her my said Daughter D. B. from henceforth, for and during the Term of her natural Life; and from and immediately after the Decease of the said D. B. then I do hereby give and devise the said Premises, and the Reversion and Reversions, Remainder and Remainders, of all and singular those my said Freehold Lands and Premises, with the Rents, Issues and Pro-
fits

fits thereof, and of every Part thereof, unto my Grandson *T. B.* Son of my said Daughter *D. B.* and to the Heirs of his Body lawfully to be begotten; and for Default of such Issue, then I do hereby give and devise the same unto the Heirs of the Body of my said Daughter *D. B.* lawfully begotten, or to be begotten; and for Default of such Issue, then I do hereby give and devise all and singular those my said Freehold Lands, Tenements and Hereditaments, in the Parish, &c. aforesaid (being Part of the Freehold Lands, Tenements and Hereditaments above-mentioned) with the Rents, Issues and Profits thereof, unto my Kinsman *L. B.* Son of, &c. and his Heirs for ever; and also all and singular those my Lands, Tenements and Hereditaments in the Parish of, &c. aforesaid (being the Residue and Remainder of my Freehold Lands, Tenements and Hereditaments above-mentioned) with the Rents, Issues and Profits thereof (for Default of such Issue as aforesaid) unto my Kinsman *A. B.* Son of, &c. and his Heirs for ever.

*Division of the
Lands among
several.*

I give to *A. B.* and *C. B.* Sons of my Brother *T. B.* the Sum of 50 *l.* a-piece, to be paid or secured to them respectively by my said Brother *L. B.* as soon as they shall respectively attain the Age of 21 Years, and not otherwise; and my Will is, and I hereby declare, that in case my Brother *L. B.* shall from time to time, as the same shall become due, pay to my said Nephews *A. B.* and *C. B.* or give to them respectively such Security within six Months after my

*A Devise of
Lands to a
Man and his
Heirs, on Pay-
ment of
Legacies.*

Decease, as they or their Father shall approve for the Payment to them of the said 20 l. a piece respectively, then and in such Case, and not otherwise, I hereby give, devise and bequeath unto my said Brother L. B. all that Messuage or Tenement, &c. now in Hand, called by the Name of, &c. late in the Tenure of, &c. being Part of my Manor, &c. and also the Reversion and Inheritance of all those several Tenements, and all Lords-Rents and Heriots, to each of them belonging, now in the several Possessions of, &c. with the Royalty or Lordship of my said Manor of, &c. with its Rights, Members and Appurtenances, To hold to my said Brother L. B. and his Heirs and Assigns for ever.

*A Devise of
Plantations
abroad.*

And whereas by the Death of my Uncle T. B. several Plantations and Houses, Farms and Negroe-Servants, Lands, Tenements and Hereditaments, in the Island of *Jamaica*, descended to my Father C. B. late of, &c. deceas'd; and by Virtue of a Disposition by him made thereof, and a Partition of the said Premises, one fifth Part of the said Plantations is legally come to and vested in me, now I do hereby give, devise and bequeath all such my fifth Part or Share of, and in the said Plantations and Premises aforesaid (if the same shall remain unsold at the time of my Decease) together with the Increase and Profits arising therefrom unto my said Brother L. B. his Heirs, Executors, Administrators and Assigns, for ever.

• I give

I give and devise all that my Capital *Devise of a*
 Messuage or Farm, commonly called, &c. *Form and*
 with all and singular the Lands, Tenements *Lands to a*
 and Hereditaments, therunto belonging, *Son and Heirs*
 situate, &c. and all and singular other my *Male, &c.*
 Lands, Tenements and Hereditaments what-
 soever, situate, &c. (other than such as are
 already limited by my Marriage Settlement
 to E. my Wife) unto T. B. my Son and Heir
 apparent, and the Heirs Males of the Bo-
 dy of the said T. B. lawfully issuing; and
 for Default of such Issue, I give and de-
 vise the same, and the Reversion and Re-
 versions, Remainder and Remainders there-
 of, and of every Part thereof, to my se-
 cond Son C. B. and the Heirs Male of the
 Body of the said C. lawfully issuing; and
 for Default of such Issue, I give, devise
 and bequeath the same, and the Reversion
 and Reversions, Remainder and Remain-
 ders thereof, and of every Part and Parcel
 thereof to my right Heirs for ever.

I give to my said Wife E. B. all that my *Devise of a*
 Manor, &c. with the Rights, Members and *Manor and*
 Appurtenances thereof; and all other my *Lands to a*
 Lands, Tenements and Hereditaments, *Wife for Life,*
 which I lately purchased in Fee-simple of, *Remainder to*
 &c. situate, &c. to hold to her during her *a Son for Life,*
 natural Life, she making no Spoil, Waste, *and to Trustees*
 or Destruction thereupon, in full Satisfac- *to support*
 tion and Bar of her Dower and Thirds of *Contingent*
 and in the Messuages, &c. whereof I shall *Remainders;*
 die seized; and from and after her De- *Remainder to*
 cease, I give and devise the said Manor and *the first and*
other Sons;
Remainder to a Grandson and his Issue in Tail;
Remainder
to right Heirs, &c.

Premises to my Son C. B. for the Term of his natural Life; and after his Decease, I devise the same to my Daughter D. B. during her natural Life; and after the Determination of that Estate, I give and devise the same to my loving Brother T. B. and good Friend C. D. of, &c. Gent. and their Heirs during the Life of my said Daughter D. to the Intent to preserve and support the contingent Uses and Remainders herein-after limited; but nevertheless in Trust to permit my said Daughter D. to receive the Rents and Profits thereof during her Life; and from and after the Decease of my said Daughter D. then to remain to the first Son of my said Daughter D. and the Heirs of the Body of such first Son lawfully issuing; and for Default of such Issue, then to the Use and Behoof of the second, third, fourth, fifth, and all and every other Son and Sons of my said Daughter D. begotten; the Elder of such Son and Sons, and the Heirs of his Body lawfully issuing, to be always preferred, and to take before the Younger of such Sons, and the Heirs of his Body; and for Default of such Issue, then to the Use and Behoof of all and every the Daughter and Daughters of the Body of my said Daughter D. and the Heirs of the Body of such Daughter or Daughters, as Tenants in Common, and not as Joint Tenants; and for Default of such Issue, then I give and devise the said Manor and Premises to my Grandson T. D. Son of, &c. by E. my Daughter, his late Wife deceas'd, for and during

*Remainder to
a Grandson
and his Issue
in Tail.*

during the Term of his natural Life; and after the Determination of that Estate, then to the Use and Behoof of my said Brother **JⁿB.** and the said **C. D.** and their Heirs during his Life, and in Trust for him, and to the Intent to support and preserve the contingent Uses and Estates after-mentioned; and after his Decease, to remain to his Issue in Tail, in such manner as I have limited the same to my said Daughter; and for Default of such Issue, then to remain to my Grandson **L. B.** and the Heirs Males of his Body begotten; and for Default of such Issue, to remain to my own right Heirs for ever. And as for all those my Manors of, &c. with their and every of their Rights, Members and Appurtenances, and all other my Messuages, Lands, Tenements and Hereditaments, in the County of, &c. I give and devise the same, and every of them, and every Part thereof, unto my said Son **C. B.** his Heirs and Assigns for ever, &c.

Exceptions in Deeds.

EXcepting and always reserving out of this present Demise and Grant unto the said **A. B.** his Executors, Administrators and Assigns, all Timber-Trees, and Trees likely to be Timber, now standing, growing, or being, or which at any time during the Term hereby granted, shall stand, grow, or be in or upon the said Demised Premises, or any Part thereof. (Or thus,) Excepting and always reserving out of this present Demise, and Grant,

unto the said *A. B.* his Heirs and Assigns, all Timber-Trees, Woods and Underwoods, now standing, growing, or being, or which at any time during the Term hereby granted shall stand, grow, or be in or upon the said demised Premises, or any Part thereof, with Liberty to fell, cut down, take and carry away the same,

Another.

Excepting and always reserving out of these Presents unto the said *A. B.* his Heirs and Assigns, all Timber-Trees, and Trees likely to be Timber, which now do or hereafter shall stand, grow, or be in or upon the said demised Premises, together with free Liberty of ingress, egress and regress to and for the said *A. B.* his Heirs and Assigns, to fell, cut and carry away the same at his and seasonable Times in the Year.

*Timber and of
Mines; ma-
king good the
Damage in
digging, &c.
and also Li-
berty of Hunt-
ing, &c. with
a saving out
of the Excep-
tions.*

Except and always reserved out of this present Demise and Grant unto the said *A. B.* his Heirs and Assigns, all Timber-Trees, and Trees likely to prove Timber, now standing, growing, or being, or which shall or may at any time hereafter stand, grow, or be in or upon the said Premises, or any Part thereof (other than such Boots as is herein-after mentioned) and also all Mines and Quarries of Stone and Slate, and all other Mines whatsoever in or upon the said Premises, or any Part thereof, with Liberty to cut down, dig up and carry away the same at seasonable times, he the said *A. B.* his Heirs or Assigns paying unto the said *C. D.* his Executors, Administrators and Assigns, such reasonable Damages as shall be adjudged by two indifferent Persons,

*Lease to make
good the Da-
mage.*

sons, one to be chosen by the said *A. B.* his Heirs or Assigns, and the other by the said *C. D.* his Executors, Administrators and Assigns; and also free Liberty of Fishing, Fowling, Hawking and Hunting in and upon the said Premises, and every or any Part thereof.

Except out of this present Demise and Grant unto the said *A. B.* his Heirs and Assigns, all Timber and other Trees now standing, growing or being, or which shall or may at any time hereafter stand, grow or be in or upon the said Premises, or any Part thereof, with Liberty to cut down and carry away the same at seasonable Times; and also a Carriage and Drift-way, thro' the aforesaid Premises, for the said *A. B.* with free Liberty to come upon the said Ground to cut Water-Gutters or Furrows for the more convenient Carriage of, &c. Water there, to any of the Farm or other Grounds aforesaid.

Exception of Timber; a way thro' the Lands, &c.

Except one Acre of Land, Parcel of the said, &c. and also all Timber-Trees, and all young Trees fit and proper to be raised and preserved for Timber-Trees (together with their Tops and Shrouds) now standing, growing or being, or which shall hereafter stand, grow or be in or upon the said Premises, or any Part thereof with free Liberty to fell, cut down, take and carry away the same at all seasonable and convenient times, unto the said *A. B.* his Heirs and Assigns, always excepted and reserved

Exception of Ground and Timber-Trees.

Except

*Exception of
Ground refer-
red for Til-
lage, on Con-
dition to lay it
down and sow
it with Grass
Seed.*

*Exception of
Ground refer-
red for Til-
lage, on Con-
dition to lay it
down and sow
it with Grass
Seed.*

*Soil of Coppice-
Wood and Tim-
ber-Standils.*

*Exception of a
Room for bag-
ging Hops; of
Apples and o-
ther Fruit;
and all Trees,
&c.*

Except all that Close and Ground, com-
monly called or known by the Name of
O. C. Meadow, containing by Estimation, &c.
which it shall and may be lawful to and for
the said A. B. his Executors, Administra-
tors and Assigns, to plough and convert
into Tillage for and during the first three
Years of the said Term, and no longer, but
then to lay the said Ground down to Pa-
sture, and sow the same with Grass Seed in
a Husband-like Manner.

The Soil of the same Coppice Wood, and
all Timber-Trees therein standing, grow-
ing or being, and usual and accustomed
Standils there to be left, as are or have
been or ought to be in such like Cases of
selling of Wood left standing, unto the said
A. B. his Heirs and Assigns excepted and
always reserved.

Excepting out of these Presents (during
the Hop Season only) the O. C. Room
for the keeping the Hops arising from the
Hop-Yards, &c. aforesaid; and the Use of
the, O. C. Room for Bagging of such Hops
as shall grow on the said Hop-Yard, with
free ingress, regress and egress for the said
A. B. and his Servants, to and from the
said Room's for the Purposes aforesaid; and
also except the one half of the Apples
growing on the said Premises, the same
to be chosen by the said A. B. or his As-
signs, and to be delivered to him or them
at O. C. aforesaid, by the said C. D. And al-
so except all Trees, Woods and Under-
woods growing, or to grow on the said
Premises

Premises other than as is herein after mentioned.

Except out of this present Demise and Grant unto the said A. B. his Heirs and Assigns, all that Room, Parcel of the said Messuage hereby demised, over the Parlour there, commonly called the Parlour-Chamber, with free ingress, egress and regress into, out of and from the same; and also all that one Close of Meadow, commonly called, &c. containing by Estimation, &c. being Parcel of the Lands belonging to the said Messuage, &c.

Exception of a Room, &c.

Excepting and always reserving out of this present Grant and Release, all that Messuage or Tenement, with the Appurtenances lying in, &c. aforesaid, wherein one B. F. now dwelleth; and all the Gardens, Orchards, Lands, Meadows, Pastures, Woods, Underwoods, Commons and Hereditaments to the said Messuage belonging, or in any wise appertaining, or usually occupied and enjoyed therewith, or reputed or esteemed as Part or Parcel thereof, or as belonging therunto; and all the Rents and Services issuing, due or payable out of, for or in Respect of the same, or as incident thereunto.

Exception (in a Release of a Manor) of a Messuage, &c.

Excepting only, and it is hereby agreed, that it shall and may be lawful to and for the said C. D. to have, take and receive to his own proper Use all such Benefit and Advantage as shall come, arise or be made, by reason of any Piece of Workmanship which shall be wholly wrought, begun and finished

Exception in a Copartnership, that a Man shall have the Benefit of his own Work.

finished by his own Hands, without any Breach of this present Agreement.

Habendums in Deeds, to Uses in Settlements, &c.

Habendum in the Grant of an Office for Life.

TO have, hold, exercise and enjoy the said Office of Steward and Stewardship, and the holding and keeping of all manner of Courts usually held or kept, or which ought to be held or kept, within the said Manors or Lordships of, &c. and every of them, together with all manner of Fees, Perquisites, Profits, Rewards and Advantages whatsoever to the said Office of Steward or Stewardship, belonging or appertaining, or usually heretofore accustomed to be paid to and received by the Steward or Stewards thereof, for the time being, unto the said C. D. and his sufficient Deputy or Deputies for and during the Term of the natural Life of the said C. D.

In Bargains and Sales of Goods, Chattels, Money, Timber, &c.

To have and to hold all and singular the said Goods, Household-stuff and Implements of Household, and every of them by these Presents, bargained and sold or mentioned or intended to be bargained and sold, unto the said C. D. his Executors, Administrators and Assigns for ever.

To have, &c. the said Waggon and Plow, and all other the Goods and Chattels whatsoever above by these Presents bargained and sold, unto the said C. D. as his own proper

proper Goods and Chattels, from henceforth for ever.

To have and to hold the said Timber-Trees, Lops, Tops and Shrouds hereby bargained and sold, or meant, mentioned or intended to be hereby bargained and sold, unto the said C. D. his Executors, Administrators and Assigns, to his and their own proper Use and Uses for ever.

To have and to hold all and singular the said Goods, Chattels, Money, Debts and other the Premises aforesaid, unto the said C. D. his Executors, Administrators and Assigns, to the only proper Use and Behoof of him the said C. D. his Executors, Administrators and Assigns for ever.

To have and to hold all and singular the said Premises hereby bargained and sold, or mentioned or intended to be hereby bargained and sold, and every Part and Parcel thereof, with the Appurtenances, unto the said C. D. his Executors, Administrators and Assigns, as his and their own proper Goods and Chattels, and to his and their own proper Use and Behoof, from henceforth for ever.

To have and to hold the said Jewels, Rings, Plate, Money, Household-stuff and other the Goods and Chattels above mentioned, and every Part thereof, (except as is herein before excepted) unto the said C. D. his Executors, Administrators and Assigns for ever, as his own proper Goods and Chattels, upon special Trust and Confidence nevertheless, and to the intent and purpose

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purpose, that the said C. D. his Executors, Administrators and Assigns, shall and will employ and dispose of, all and singular the said Premises in manner following (that is to say, &c.)

*In a Bargain
and Sale of
Lands,*

To have and to hold the said Messuage or Tenement, Lands and Premises above mentioned, and every Part and Parcel thereof, with the Appurtenances, unto the said C. D. his Heirs and Assigns, to the only proper Use and Behoof of the said C. D. his Heirs and Assigns for ever.

*In Exchange
of Lands for a
Term.*

To have and to hold the said Messuage or Tenement and Premises above mentioned with the Appurtenances, unto the said C. D. his Executors, Administrators and Assigns, for and during the Term of, &c. next immediately ensuing and following, fully to be compleat and ended, in Exchange of and for one Messuage or Tenement, situate, &c. now in the Possession of, &c.

*In Exchange of
Lands in Fee.*

To have and to hold the said piece or parcel of Meadow Ground and Premises hereby given and granted (or granted and released) or mentioned or intended to be hereby given and granted, &c. and every Part and Parcel thereof, with the Appurtenances, unto the said C. D. his Heirs and Assigns for ever, in Exchange for the piece of Meadow Ground hereafter in these Presents mentioned to be given and granted in Exchange by the said C. D. to the said

To
3

To have and to hold the said Messuage or Tenement and Premises above mentioned, and every Part and Parcel thereof, with the Appurtenances, unto the said C. D. his Heirs and Assigns, in severalty to his and their own proper Use and Behoof for ever. And the said C. D. for himself and his Heirs, doth Covenant, Grant and Agree to and with the said A. B. his, &c. That he the said A. B. his, &c. shall and may from henceforth possess and enjoy, in full Satisfaction of his Share and Proportion of the said Messuages, Lands and Premises above mentioned, all that other Messuage, &c. called, &c. To have and to hold the said last mentioned Messuage, &c. unto the said A. B. his Heirs and Assigns, in severalty to his and their own proper Use and Behoof for ever.

In a Deed of Partition.

To have and to hold the said Annuity or yearly Rent of 20 l. and every Part thereof, unto the said C. D. his Executors, Administrators and Assigns, for and during, and unto the full End and Term of 21 Years, and fully to be complear and ended, clear of all manner of Deduction and Abatements whatsoever, and payable and to be paid on the Feast Days of, &c. yearly, by equal Portions.

Habendum in a Grant of an Annuity for a Term of Years.

To have and so hold, receive, perceive, take and enjoy the said Annuity or yearly Rent of 30 l. unto the said C. D. his Executors, Administrators and Assigns, immediately from and after the Solemnization of the said intended Marriage of the said C. D. with the said, &c. for and during the Term

Author on a Marriage.

Term of 99 Years, thence next and immediately ensuing and following, fully to be compleat and ended; if the said C. D. and, &c. intended Wife of the said C. D. or either of them shall so long happen to live, payable and to be paid unto the said C. D. his Executors, Administrators and Assigns, in and upon the Feasts of, &c. by even and equal Portions, at or in the now Dwelling-House of the said T. C. in, &c. aforesaid, the first Payment thereof to begin and be made on the First of the said Feasts which shall happen next after the Solemnization of the said intended Marriage.

For Life.

To have and to hold the said Annuity or yearly Rent-Charge of, &c. above mentioned, and every Part and Parcel thereof, unto the said C. D. and his Assigns, for and during the natural Life of him the said C. D. payable and to be paid in and upon, &c. yearly, by even and equal Portions.

(Or thus) To have, hold, receive and take the said Annuity or yearly Rent of, &c. for and during the Term of his natural Life, at the Feasts of the Annunciation of the Blessed Virgin Mary, and St. Michael the Archangel, &c. yearly by equal Portions.

To have and to hold, receive and enjoy the said yearly Rent of, &c. unto the said C. D. his Heirs and Assigns for ever, to the only proper Use and Behoof of the said C. D. his Heirs and Assigns for ever, to be paid at or in, &c. at or upon, &c. yearly by even and equal Portions, the first Pay-
ment

ment thereof to begin at the first of the said Days that shall happen next after the Date of these Presents.

To have and to hold, receive, perceive, *In Fee after a*
take and enjoy the said Annuity of, &c. *Life.*
unto the said C. D. and E. F. their Heirs
and Assigns for ever, payable and to be
paid in and upon the Feasts of, &c. by even
and equal Portions, the first Payment there-
of to begin and to be made in and upon
the first of the said Feasts which shall next
happen after the decease of him the said
A. B.

To have and to hold, all and singular *In Grant of*
the said Advowson and Premises, and e- *an Advowson.*
ver Part thereof, unto the said C. D. his
Heirs and Assigns, to the only proper Use
and Behoof of the said C. D. his Heirs and
Assigns for ever.

To have and to hold the said hereby bar- *Habendum in*
gained and sold, or mentioned or intended *Bargain and*
to be hereby bargained and sold, eighth *Sale of part of*
Part of the said Ship and Premises, and *a Ship.*
every Part and Parcel thereof, with the
Appurtenances, unto the said C. D. his
Executors, Administrators and Assigns, as
his and their proper Goods, and to his and
their proper Use and Uses for ever.

To have and to hold all and singular the *In a Lease for*
said Messuage or Tenement and Premises *Years at a*
above mentioned, with the Appurtenances, *Rack-Rent.*
unto the said C. D. his Executors, Admini-
strators and Assigns from the 25th Day of
March next, for and during the Term of
Seven Years, thence next ensuing, and
fully to be compleat and ended.

P

To

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*If the Lessor
so long live, or
his Estate con-
tinue.*

To have and to hold the said Manor, and all and singular other the Premises hereby demised or mentioned or intended to be hereby demised, and every Part and Parcel thereof, with the Appurtenances, unto the said C. D. his Executors, Administrators and Assigns, from the Day of the Date of these Presents for and during, and unto the full End and Term of 21 Years from thence next ensuing, and fully to be compleat and ended, if the said A. B. shall so long live; or (if two or more Lives) if the Estate and Interest of the said A. B. therein shall so long continue.

*In a Lease of a
Mill.*

To have and to hold the said Mill, Toll, Custom and all and singular other the Premises hereby granted, with the Appurtenances, unto the said C. D. his Executors, Administrators and Assigns, for and during the Term of seven Years, and fully to be compleat and ended.

*In a Lease of a
Parsonage, &c.*

To have and to hold the said Rectory or Parsonage, Tithes, Tenths, Glebe-Lands, Rents and Profits, with their and every of their Appurtenances, unto the said C. D. his Executors, Administrators and Assigns from, &c. for and during and unto the full End and Term of 21 Years, from thence next ensuing, and fully to be compleat and ended.

*In a Lease of
Plantations a-
broad.*

To have and to hold the said Share, or piece or parcel of Land, and all and singular other the Premises and every Part and Parcel thereof, with the Appurtenances, unto the said C. D. his Executors, Administrators and Assigns, for and during the Term

Term of seven Years, and fully to be compleat and ended.

To have and to hold the said Messuage, *In an Under-Tenement and Lands aforesaid, with the Appurtenances, (except as in the said recited Indenture is excepted.) unto the said C. D. his Executors, Administrators and Assigns from, &c. next, for and during and unto the full End and Term of three Years and a half, from thence next ensuing, and fully to be compleat and ended.* *Lease for three Years and a half.*

To have and to hold the said Messuage *Habundans in* or Tenement and Premisses above granted, *Chattel-Leases for 99 Years, &c.* and every Part and Parcel thereof, with the Appurtenances (except before excepted) unto the said C. D. his Executors, Administrators and Assigns from the Day of the Date of these Presents, for and during and unto the full End and Term of 99 Years, from thence next ensuing, and fully to be compleat and ended, if he the said C. D. E. his Wife, and T. his Son, or any or either of them shall so long happen to live.

To have and to hold the said Messuage *One with age of Lives.* or Tenement and Premisses, and every Part thereof, with the Appurtenances (except before excepted) unto the said C. D. his Executors, Administrators and Assigns, from the Day of the Date hereof, for and during and unto the full End and Term of fourscore and nineteen Years, from thence next ensuing, and fully to be compleat and ended, if he the said C. D. aged about 35 Years, T. his Son, aged about 14 Years, and

The Carpenter's Case, &c.

E. F. Son of, &c. aged about 12 Years, or any or either of them shall so long happen to live,

To have and to hold the said demised Premises and every Part thereof, with the Appurtenances unto the said C. D. his Executors, Administrators and Assigns from the Day of the Date of these Presents, for and during and unto the full End and Term of 99 Years, from thence next ensuing and fully to be compleat and ended, if he the said C. D. E. his Wife, and A. their Daughter, or any or either of them shall so long happen to live.

Two Haberdashers in a Chattel Lease.

To have and to hold the said Messuage or Tenement, called, &c. situate, &c. with the Appurtenances unto the said C. D. his Executors, Administrators and Assigns, from the Day of the Date of these Presents, for, by and during and unto the full End and Term of 99 Years, from thence next ensuing, and fully to be compleat and ended, if the said C. D. E. his Wife, and C. their Son, or any or either of them, shall so long happen to live. And to have and to hold the said Messuage or Tenement, &c. and all other the Premises before mentioned to be granted by the said above recited Indenture of Lease, and every Part and Parcel thereof, with the Appurtenances, unto the said C. D. his Executors, Administrators and Assigns, (Immediately from and after the Determination of the Estate of and in the same Premises, by the said recited Indenture of Lease before mentioned to be granted by the said, &c. to the said, &c.) for and during

during and unto the full End and Term of 99 Years, from thence next ensuing, and fully to be compleat and ended, if he said C. D. and T. D. his Son, or either of them, shall so long happen to live.

To have and to hold all and singular the said Messuage, Tenement and Premisses above mentioned, with the Appurtenances, (except before excepted) unto the said C. D. his Executors, Administrators and Assigns, from and immediately after the Death, Surrender, Forfeiture or other Determination of such Estate of the said E. F. for and during the Term of 99 Years, thence next and immediately ensuing and following, and fully to be compleat and ended, if he the said C. D. and E. his Wife, or either of them shall happen so long to live.

In a Chattel-Lease in Reversion.

To have and to hold the said Messuage or Tenement, Lands and Premisses above mentioned, with all and singular the Appurtenances, unto the said C. D. his Heirs and Assigns, from the Day of the Date of these Presents, for, by and during the natural Lives of him the said C. D. and T. D. and L. D. his Sons, and for and during the Life natural of every and either of them longest living.

In a Freehold Lease for 3 Lives.

To have and to hold the said Messuage or Tenement and Premisses, and every Part and Parcel thereof, with the Appurtenances, unto the said C. D. his Executors, Administrators and Assigns, for and during all the rest, residue and remainder of the said Term of 99 Years above recited, which

In an Assignment of a Chattel-Lease.

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is yet to come and unexpired (determinable as aforesaid.)

To have and to hold the said before recited Dwelling-House and Close of Ground, and every Part and Parcel thereof, with the Appurtenances, unto the said C. D. his Executors, Administrators and Assigns from the Day of the Date hereof, for, by and during all the rest, residue and remainder of the said Term of 99 Years, in and by the said recited Indenture of Lease mentioned to be granted, yet to come and unexpired, if he the said A. B. E. his Wife, and A. their Daughter, or any or either of them shall happen so long to live, in as large and ample manner to all Intents and Purposes as he the said A. B. his Executors, Administrators or Assigns now have or hath, may, might, should or ought to have held and enjoy'd the same, by virtue of the said recited Indenture of Lease, or by any other Ways or Means whatsoever.

*Habendum of a
Term on Trust
to pay Debts,
&c.*

To have and to hold the said Messuage or Tenement, and all and singular other the Premises above mentioned, and every Part and Parcel thereof, with the Appurtenances, unto the said C. D. and E. F. their Executors, Administrators and Assigns from the Day of the Date of these Presents, for and during the Term of 21 Years from thence next ensuing, and fully to be compleat and ended: Upon special Trust and Confidence nevertheless, and to the Intent and Purpose that they the said C. D. and E. F. their Executors, Administrators and Assigns

Assigns shall, by, with and out of the Rents, Issues and Profits of the said Premises, pay and satisfy all the Debts of the said A. B. which he now doth owe to any Person or Persons whatsoever, with usual Interest for all the said Debts respectively, till the time of Payment thereof. And upon this further Trust and Confidence, that after all the said Debts shall be fully paid and satisfied, they the said C. D. and E. & their Executors, Administrators and Assigns, shall give up and surrender the said Messuage, &c. hereby demised and granted or mentioned to be demised, &c. unto such Person or Persons who shall have the next and immediate Estate therein, capable to accept of a Surrender, to the intent that the same Term may be drowned and extinguished. And also shall pay all such overplus of Money (if any shall be) as shall then remain in their Hands of the Money by them levied and received out of the Rents, Issues and Profits of the said Messuage or Tenement and Premises, unto the said A. B. his Heirs or Assigns.

To have and to hold the said Goods, Wares, Merchandizes and all and singular other the Premises and every Part thereof and also the said Debts, Sum and Sums of Money so mentioned, set down and expressed in the said Schedule hereto annexed; and also all Debts, Sum and Sums of Money whatsoever due and owing to the said A. B. and his Estate, by and from the respective Persons therein named and mentioned as Debtors, or any other Per-

*Habendum of
Debts, &c. to
Creditors of a
Bankrupt.*

son or Persons whatsoever, unto the said C. D. his Executors and Assigns for ever, in Trust to and for the Use, Benefit, behoof and Advantage of the said C. D. and of all other the Creditors of the said A. B. who have already sought, or shall hereafter in due time come in as Creditors into the said Commission; and seek Relief thereby, and contribute to the Charges thereof, according to the Direction and Limitation of the several Statutes in that behalf made and provided, and to or for none other Use, Intent or Purpose whatsoever.

*Habendum of
Debts, with
an Exception.*

To have and to hold the said Debts, and every of them, to the said C. D. his Executors, Administrators and Assigns, as fully to all Intents and Purposes as the said A. B. his Executors or Administrators, might, could or ought to hold, receive, enjoy or take the same, by virtue of the said Will of the said, &c. or otherwise, saving only the Sum of, &c. remaining due from, &c. upon a Mortgage of Lands in, &c. which Debt and Mortgage the said A. B. is by Agreement to retain in his hands, and receive to his own Use, having allowed the Debt to the said C. D. out of the Money above mentioned to be paid by him to the said A. B.

*Habendum in
an Assignment
of Lands ex-
tended for
Debt, &c.*

To have and to hold the said Messuages, Tenements and Premises above mentioned, and every Part and Parcel thereof, with the Appurtenances, unto the said C. D. his Executors, Administrators and Assigns, for and during all such Estate, Term and In-
terest

erest as the said *A. B.* can or might have, or is interested therein, by virtue of the aforesaid Judgment, and the Proceedings thereon, in Trust nevertheless for the said *E. F.* his Heirs, Executors, Administrators and Assigns.

To have and to hold the said Messuages or Tenements and Premises above mentioned, and every Part and Parcel thereof, with the Appurtenances, unto the said *C. D.* and *E. F.* their Executors, Administrators and Assigns, for and during all such Estate, Term and Interest, which the said *A. B.* can or may have unto, or be interested therein, by virtue of the aforesaid Extent or otherwise, in Trust nevertheless to and for the only proper Use and Behoof of the said *G. H.* his Executors, Administrators and Assigns.

To have and to hold the said Messuage *Habendum for*
or Tenement, Lands, Hereditaments, and *all the Estate*
all and singular other the Premises hereby *a Person hath*
granted and assigned, or mentioned or in- *in Lands*
tended to be granted or assigned with their
and every of their Appurtenances unto the
said *C. D.* his Executors, Administrators and
Assigns, for and during all such Term and
Estate, as he the said *A. B.* hath or ought
to have therein.

(Or thus) To have and to hold unto the
said *C. D.* his Executors, Administrators
and Assigns, for all the Term and Interest
which he the said *A. B.* hath or claimeth
thereto.

To

*Notandum for
the residue of a
Term assigned,
&c.*

To have and to hold the said Messuages or Tenements, Lands, Hereditaments and Premises above-mentioned to be hereby assigned, and every Part and Parcel thereof, with the Appurtenances, unto the said C. D. his Executors, Administrators and Assigns, for and during all the rest and residue of the said Term of 200 Years above-recited, which is yet to come and unexpired.

(Or thus) To have and to hold all and singular the said Messuages, Lands, Tenements, Hereditaments and Premises above-mentioned, and every Part and Parcel thereof, with the Appurtenances, unto the said C. D. and E. F. their Executors, Administrators and Assigns, for and during all the rest and residue of the said Term of 500 Years above recited, which is yet to come and unexpired.

*For residue of a
Term subject to
Redemption.*

To have and to hold the said Messuages, Tenements, Hereditaments and Premises hereby assigned or intended to be assigned, and every Part and Parcel thereof, with their and every of their Appurtenances, unto the said C. D. his Executors, Administrators and Assigns from henceforth, for and during all the rest and residue yet to come and unexpired, of the said Term of 100 Years, and fully to be ended, as subject and liable notwithstanding to be redeemed by the said A. B. and his Heirs, &c. in manner as the same were before the making of these Presents.

To

To have, hold, receive and enjoy the said yearly Rent of, &c. and every Part and Parcel thereof, and all the Arrearages of the same, unto the said C. D. his Executors, Administrators and Assigns, from the Day of the Date hereof, for and during all the rest and residue of the said Term of, &c. above mentioned to be granted by the said recited Indenture of Lease, in as large and ample manner, to all Intents and Purposes as the said A. B. or his Assigns should or ought to have done by Force of the said Indenture, or by any other Ways or Means whatsoever.

Of Rent for residue of a Term in as large and ample manner, &c.

To have and to hold the said Rents and Premises hereby granted and released, or mentioned or intended to be hereby granted and released, and every of them, and every Part and Parcel thereof, with their and every of their Appurtenances, unto the said C. D. his Heirs and Assigns, to the only proper Use and Behoof of him the said C. D. his Heirs and Assigns for ever.

Habendum in Conveyances of Fee-Farm-Rents.

To have and to hold all and singular the said Fee-Farm Rents and Premises above mentioned to be granted and released, and every Part and Parcel thereof, with their and every of their Appurtenances, unto the said C. D. E. F. and G. H. and their Heirs, to the Uses, Intents and Purposes hereinafter mentioned, limited and declared, (that is to say) as for and concerning all that the said Annual Rent of, &c. issuing out of, &c. to the Use of the said C. D. his Heirs and Assigns for ever, and as for and concerning all those

Several Rents conveyed to several Persons in one Deed.

the

*Habendum for
the residue of a
Term assigned,
&c.*

To have and to hold the said Messuages or Tenements, Lands, Hereditaments and Premises above-mentioned to be hereby assigned, and every Part and Parcel thereof, with the Appurtenances, unto the said C. D. his Executors, Administrators and Assigns, for and during all the rest and residue of the said Term of 200 Years above recited, which is yet to come and unexpired.

(Or thus) To have and to hold all and singular the said Messuages, Lands, Tenements, Hereditaments and Premises above-mentioned, and every Part and Parcel thereof, with the Appurtenances, unto the said C. D. and E. F. their Executors, Administrators and Assigns, for and during all the rest and residue of the said Term of 500 Years above recited, which is yet to come and unexpired.

*For residue of a
Term subject to
Redemption.*

To have and to hold the said Messuages, Tenements, Hereditaments and Premises hereby assigned or intended to be assigned, and every Part and Parcel thereof, with their and every of their Appurtenances, unto the said C. D. his Executors, Administrators and Assigns from henceforth, for and during all the rest and residue yet to come and unexpired, of the said Term of 100 Years, and fully to be ended, as subject and liable notwithstanding to be redeemed by the said A. B. and his Heirs, or in manner as the same were before the making of these Presents.

To

To have, hold, receive and enjoy the said yearly Rent of, &c. and every Part and Parcel thereof, and all the Arrearages of the same, unto the said C. D. his Executors, Administrators and Assigns, from the Day of the Date hereof, for and during all the rest and residue of the said Term of, &c. above mentioned to be granted by the said recited Indenture of Lease, in as large and ample manner, to all Intents and Purposes as the said A. B. or his Assigns should or ought to have done by Force of the said Indenture, or by any other Ways or Means whatsoever.

Of Rent for residue of a Term in as large and ample manner, &c.

To have and to hold the said Rents and Premises hereby granted and released, or mentioned or intended to be hereby granted and released, and every of them, and every Part and Parcel thereof, with their and every of their Appurtenances, unto the said C. D. his Heirs and Assigns, to the only proper Use and Behoof of him the said C. D. his Heirs and Assigns for ever.

Habendum in Conveyances of Fee-Farm-Rents.

To have and to hold all and singular the said Fee-Farm Rents and Premises above mentioned to be granted and released, and every Part and Parcel thereof, with their and every of their Appurtenances, unto the said C. D. E. F. and G. H. and their Heirs, to the Uses, Intents and Purposes hereinafter mentioned, limited and declared, (that is to say) as for and concerning all that the said Annual Rent of, &c. issuing out of, &c. to the Use of the said C. D. his Heirs and Assigns for ever; and as for and concerning all those

Several Rents conveyed to several Persons in one Deed.

the

the said two several annual Rents of, &c. to the Use and Behoof of the said E. F. his Heirs and Assigns for ever, and as for and concerning all that, &c. to the Use, &c. of the said G. H. his Heirs and Assigns for ever, and to and for none other Use, Intent or Purpose whatsoever.

*Habendum of
Talleys, Orders,
Annuities in a
Mortgage.*

To have and to hold, take and receive the said three several Talleys, Orders and Annuities, and all and singular other the Premises, unto the said C. D. his Executors, Administrators and Assigns, during the several and respective Lives of the said, &c. and as fully and amply to all Intents and Purposes, as the said A. B. his Heirs, Executors and Administrators, or any of them should or might have had, held and enjoy'd the same, if this present Grant or Assignment had not been made.

*Habendum in
a Mortgage of
Lands for Terms
of Years.*

To have and to hold the said Messuage or Tenement, Lands and Premises above mentioned, and every Part and Parcel thereof, with the Appurtenances, unto the said C. D. his Executors, Administrators and Assigns, for and during the Term of 500 Years next and immediately ensuing and following, fully to be compleat and ended.

To have and to hold all and singular the said Farm, Messuages, Lands, Tenements, Hereditaments and Premises above mentioned, and every Part and Parcel thereof, with the Appurtenances, unto the said C. D. his Executors, Administrators and Assigns, for and during the Term of 1000 Years, next and immediately ensuing and following,

following, and fully to be compleat and ended.

To have and to hold all and singular the said Clofes, Grounds, Lands, Tenements, Hereditaments and Premiffes above mentioned, and every Part and Parcel thereof, with the Appurtenances, unto the said C. D. his Executors, Administrators and Affigns, from, &c. next coming, for and during and unto the full End and Term of Twenty Years from thence next enfuing, and fully to be compleat and ended.

To have and to hold the said *Messuage* *Two Hab-*
or Tenement, Lands and Premiffes above-*dants of two*
mentioned, to be situate, &c. in the *Pol-* *different Terms*
fession of, &c. and every Part and Parcel *in one Mess-*
thereof, with the Appurtenances, unto the *age, without*
said C. D. his Executors, Administrators and *Impachment of*
Affigns, for and during the Term of Sixty *Waste, &c. if*
Years next enfuing, and fully to be com- *Grantor lives*
pleat and ended, if he the said A. B. shall *so long, &c.*
fo long happen to live.

And to have and to hold the said Messuage or Tenement, Lands, Hereditaments and Premiffes above mentioned to be situate, &c. being the Refidue of the Premiffes above granted, and every Part and Parcel thereof, with the Appurtenances, unto the said C. D. his Executors, Administrators and Affigns, for and during and unto the full End and Term of 500 Years next and immediately enfuing and following, fully to be compleat and ended, without Impachment of or for any manner of Waste.

*Residue of two
Terms assigned.*

To have and to hold all and singular the said Lands and Premises above-mentioned, and every Part and Parcel thereof, with the Appurtenances, unto the said C. D. his Executors, Administrators and Assigns, for and during all the Rest and Residue of the said several Terms of 20 Years, and 20 Years last above recited, which are yet to come and unexpired, and to have and to hold the said Messuages, Tenements and Premises hereby assigned, or mentioned or intended to be hereby assigned, and every Part and Parcel thereof, with the Appurtenances, unto the said C. D. his Executors, Administrators and Assigns, from the Day of the Date of these Presents for and during all the Rest and Residue of the said Term of 99 Years, in and by the said first recited Indenture granted, now to come and unexpired therein; and from and after the Determination of that Term, for the said Term of 99 Years granted in and by the said last recited Indenture of Lease by the said, &c. to the said A. B. as aforesaid, determinable as aforesaid.

*Residue of two
Terms assigned
on Trust.*

To have and to hold all and singular the said Messuages, Tenements, Lands, Hereditaments and Premises above-mentioned to be hereby assigned, and every Part and Parcel thereof, with the Appurtenances, unto the said C. D. his Executors, Administrators and Assigns, for and during all the Rest and Residue of the said several Terms of 500 Years, and; &c. above-mentioned, which is yet to come and unexpired, in Trust nevertheless to and for the only pro-
per

per Use and Benefit of the said E. F. and G. H. their Heirs, Executors, Administrators and Assigns.

To have and to hold all and singular the said Prebend, Parsonage, Lands, Tenements, Hereditaments and Premises above mentioned, and every Part and Parcel thereof, with the Appurtenances, unto the said C. D. his Heirs and Assigns, to the only proper Use and behoof of the said C. D. his Heirs and Assigns, for and during the natural Lives of the said A. B. D. E. and C. B. and for and during the Life natural of the longest Liver of them.

Habundant of Lands to a Man and his Heirs during the Lives of other Persons.

To have and to hold all and singular the said Manors, Messuages, Lands, Tenements, Hereditaments and Premises above mentioned, and every Part and Parcel thereof, with the Appurtenances, unto the said C. D. his Executors, Administrators and Assigns, for and during all the Rest and Residue of the said Term of 500 Years above recited, which is yet to come and unexpired.

Residue of a Term in Assignment of a Mortgage, clear of Equity of Redemption, &c.

To have and to hold all and singular the said Manor and Premises above mentioned, and every Part and Parcel thereof, with their and every of their Appurtenances, unto the said C. D. his Executors, Administrators and Assigns, for and during all the Rest and Residue of the said Term of 500 Years above recited, which is yet to come and unexpired, absolutely freed and discharged of and from the Proviso or Condition in the said recited Indenture contained, and of and from all Benefit and

Equity

Equity of Redemption, by Virtue or Colour thereof, or otherwise howsoever.

*In a Mortgage
in Fee,*

To have and to hold all and singular the said Messuages, Lands, Tenements, Hereditaments and Premises above recited, and every Part and Parcel thereof, with the Appurtenances, unto the said C. D. his Heirs and Assigns, to the only proper Use and Behoof of the said C. D. his Heirs and Assigns for ever; and that freed and discharged of and from all Benefit and Equity of Redemption whatsoever.

*Habendum in
a Release of
Equity of Redem-
ption of
Lands Mort-
gaged.*

To have and to hold all and singular the said Messuage, Lands, Tenements, Hereditaments and Premises above-mentioned, and every Part and Parcel thereof, with the Appurtenances, unto the said C. D. his Executors, Administrators and Assigns, for and during all the Rest and Residue of the said Term of 99 Years above recited, which is yet to come and unexpired, freely and clearly acquitted and discharged of and from all Benefit and Equity of Redemption whatsoever.

To have and so hold the said several Pieces or Parcels of Meadow and Pasture Ground, with the Appurtenances, and all and singular other the Premises hereby granted and released, or meant, mentioned or intended to be hereby granted and released, unto the said C. D. his Executors, Administrators and Assigns, from henceforth for and during all the Rest and Residue of the said Term of 99 Years yet to come and unexpired, absolutely fore-closed and barred of and from the Proviso of Re-

Redemption in the said recited Indenture mentioned, and from all Benefit and Equity of Redemption whatsoever.

To have and to hold all and singular the said Messuages, Lands, Tenements, Hereditaments and Premises above mentioned to be hereby assigned, and every Part and Parcel thereof, with the Appurtenances, unto the said C. D. his Executors, Administrators and Assigns, for and during the Remainder of the said Term of 500 Years above recited, which is yet to come and unexpired, in Trust to and for the said E. F. his Executors, Administrators and Assigns, yet nevertheless to be redeemed and redeemable by the said A. B. his Heirs or Assigns, and to be subject to the Proviso or Condition contained in one Indenture, bearing even Date with these Presents, and made between the said A. B. of the one Part, and the said C. D. of the other Part, and to and for none other Use, Intent or Purpose whatsoever.

Habendum in Assignment of Mortgages to attend Mortgages in Fee.

To have and to hold the said Messuage or Tenement, Lands, Hereditaments and Premises above recited, and every Part and Parcel thereof, with the Appurtenances, unto the said C. D. and E. F. their Executors, Administrators and Assigns, for and during all the Rest and Relique of the said Term of, &c. above mentioned, which is yet to come and unexpired, nevertheless upon Trust, and for the only proper Use and Benefit of the said G. H. his Executors, Administrators and Assigns, and to be subject and liable to be redeemed by

Another of the like Nature.

The Conveyancer's Guide, &c.

the said *A. B.* his Heirs and Assigns, on full Payment of the said 500 *l.* and Interest according to the Purport of the said Indenture, bearing Date, &c.

*To attend Uses
declared in
another In-
denture.*

To have and to hold the said Messuage or Tenement, &c. above mentioned to be hereby assigned, and every Part and Parcel thereof, with the Appurtenances, unto the said *C. D.* his Executors, Administrators and Assigns, for and during all the Rest and Residue of the said Term of 1000 Years above recited, which is yet to come and unexpired; in Trust for such Ends, Intents and Purposes, as shall be declared in and by one Indenture, intended to bear Date the Day next after the Day of the Date hereof, and to be made between the said *C. D.* of the one Part, and the said *A. B.* of the other Part.

*Habendum in
Assignment of
a Mortgage to
attend the Fee
on a Purchase.*

To have and to hold all and singular the said Messuage, Lands, Tenements, Hereditaments and Premises above mentioned to be hereby assigned, and every Part and Parcel thereof, with the Appurtenances, unto the said *C. D.* and *E. F.* their Executors, Administrators and Assigns, for and during all the Rest and Residue of the said Term of 500 Years above mentioned, which is yet to come and unexpired, in Trust for the said *G. H.* his Heirs and Assigns; and such other Person and Persons to whom the Freehold and Inheritance of the said Premises shall appertain and belong, to protect and defend the same from all subsequent Incumbrances.

To

To have and to hold the said Messuage *Habendum in*
or Tenement and Premises above-menti- *a Grant of*
oned, and every Part and Parcel thereof, *Lands to a*
with the Appurtenances, unto the said *Man and his*
C. D. his Heirs and Assigns, for ever. *Heirs, &c.*

To have and to hold the said Capital
Messuage, Manor, Hereditaments and all
and singular the Premises hereby granted
and conveyed, or mentioned or intended
to be granted and conveyed, with their
and every of their Appurtenances, unto
the said C. D. his Heirs and Assigns, to the
only proper Use and Behoof of the said
C. D. his Heirs and Assigns, for ever.

To have and to hold all and singular *In a Release or*
the said Premises above mentioned, and *Conveyance of*
every Part and Parcel thereof, with the *Lands to a*
Appurtenances, unto the said C. D. his *Man and his*
Heirs and Assigns, to the only proper Use *Heirs.*
and Behoof of the said C. D. his Heirs and
Assigns, for ever.

To have and to hold the said Messuage,
Tenement or Dwelling-house, and all and
singular other the Premises hereby grant-
ed and released, or mentioned or intend-
ed to be hereby granted and released, and
every Part and Parcel thereof, with the
Appurtenances, unto the said C. D. his
Heirs and Assigns, for ever.

To have and to hold the said Messuage *Under a*
or Tenement, Lands and Premises above *yearly Rent.*
mentioned, with the Appurtenances, unto
the said C. D. his Heirs and Assigns, to the
only proper Use and Behoof of him the
said C. D. his Heirs and Assigns for ever,
under the yearly Rent of 1 s.

The Condepancer's Outor, &c.

*Habendum to
a Man and
his Heirs, to
be holden of the
chief Lord, &c.*

To have and to hold the said Messuage or Tenement, Lands, Hereditaments and Premises, and every Part and Parcel thereof, with the Appurtenances, and the Rents, Reversions, Remainders and Services thereof, and of every Part and Parcel thereof, unto the said C. D. Party to these Presents, his Heirs and Assigns, to the only Use and Behoof of him the said C. D. Party to these Presents, his Heirs and Assigns, for ever, to be holden of the Chief Lord or Lords of the Fee or Fees of the Premises, by the Rents and Services therefore due and of right accustomed.

*Habendum to
a Man and his
Heirs, to such
Uses as he shall
limit and ap-
point.*

To have and to hold the said Messuage or Tenement and Premises hereby granted and released, or mentioned or intended to be hereby granted and released, and every Part and Parcel thereof, with the Appurtenances, unto the said C. D. his Heirs and Assigns, for ever, to such Uses, Intents and Purposes, as the said C. D. shall by any Deed in Writing under his Hand and Seal, testified by two or more credible Witnesses, from time to time limit, direct or appoint; and for want of such Limitation, Direction or Appointment, to the only proper Use and Behoof of him the said C. D. his Heirs and Assigns, for ever.

*Habendum in
a Release to
make Tenant
to the Freehold
to suffer Re-
covries.*

To have and to hold the said Messuage or Tenement, Lands, Hereditaments and Premises above-mentioned, and every Part and Parcel thereof, with the Appurtenances, unto the said C. D. his Heirs and Assigns, to the only proper Use and Behoof of the said C. D. his Heirs and Assigns, for ever,

ever, to the Intent and Purpose only that he may be made a perfect Tenant of the Freehold of the said Premises, for a Practise to be brought against him; whereupon a common Recovery may be had and suffered of the same Premises, according to the usual Course of common Recoveries for docking and cutting off Estates Tail in such Cases.

To have and to hold the said Messuages, Tenements, Lands and Premises hereby granted and released, or mentioned or intended to be hereby granted and released, and every Part and Parcel thereof, with their Appurtenances, unto the said C. D. and E. F. and their Heirs, for ever, to and for the only proper Use and Behoof of the said C. D. and E. F. and their Heirs, for evermore, to the only Intent and Purpose that the said C. D. and E. F. shall and may become perfect Tenants of the Freehold of the said Messuages, Lands and Premises; and shall and may stand and be seised thereof, until two good and perfect common Recoveries, with double Vouchers over, may be duly had, suffered and executed of and for the said Messuages, Tenements, Lands and Premises, according to the usual Course of common Recoveries, for the Assurance of Lands and Tenements in such Cases used and accustomed.

Another of the like Nature, where two Recoveries are intended to be suffered.

To have and to hold all and singular the said Messuages, Tenements and Premises above mentioned to be granted, and every Part and Parcel thereof, with the Appurtenances, unto the said C. D. his Heirs and

Another after another manner, setting forth the Proceedings.

*Preaching.**Cloths for
Poor yearly.**And Bread to
be distributed
after the Ser-
vice.*

and G. H. their Heirs and Assigns for ever; nevertheless upon the Trusts, and for the several Ends, Intents and Purposes following (that is to say) in the first Place, in Trust, that by, with and out of the Rents and Profits of the said Premises, there shall be paid yearly unto the Minister of the said Parish of, &c. 10 s. to read Divine Service, and preach a Sermon in the Parish-Church of, &c. aforesaid, upon the 30th Day of *January* yearly for ever; and in the next Place, there shall be yearly for ever laid out the Sum of, &c. in buying coarse Woollen Cloth, to the full Value thereof, to be cut out before and in the Presence of the Minister and Church-wardens of the said Parish for the time being on the said 30th Day of *January* yearly, or so many of them as shall be present, to be distributed and given to such poor House-keepers and such poor Children inhabiting in the said Parish of, &c. aforesaid, which shall be present at the Divine Service and Sermon so to be read and preach'd as aforesaid, and decently behave themselves there, as the Minister and Church-wardens for the time being shall appoint to receive and take the said Charity; and shall and ought to apply and lay out the Residue of the Rents and Profits of the said Lands yearly for ever in manner following, viz. The Sum of 10 s. to be laid out on Twenty Loaves of Sixpenny Bread, to be distributed to Twenty Poor People of the said Parish of, &c. immediately after Divine Service on, &c. Sunday yearly, until the Residue of the said

Mo-

Money which shall so remain, shall be disposed of, except the Sum of Five Shillings, which shall be kept until, &c. then next following, and then to be laid out in Ten Loaves of Six-penny Bread, to be distributed by the Minister and Church-wardens of the said Parish of, &c. to Ten poor People of the same Parish, and so to be given and disposed of in like manner yearly for ever, and to and for none other Uses, &c.

To have and to hold the said Leases, *Habendum of* Mortgages and other Estates and Securities *Goods, Chattels, Leases, Mortgages, &c. in Trust,* in the said Schedule hereto annexed, mentioned, and all and every the Messuages, *to raise Money, &c. and for the separate Use of the Wife in a Settlement, &c.* Lands, Tenements and Hereditaments in them contained, unto the said C. D. and E. F. their Executors and Administrators for and during all the Rest, Residue and Remainder of the said several Terms, Estates and Interests granted or mentioned to be granted by the said Leases and Mortgages, and now in being and not determined, which are to come and unexpired; and to have and to hold the said Leases, Mortgages, Bonds, Plate, Jewels, Goods and Household-stuff, in the said Schedule hereto annexed, mentioned, unto the said C. D. and E. F. their Executors and Administrators, as their own proper Goods and Chattels from henceforth for ever; nevertheless upon the several Trusts and Confidences, and for the several Ends, Intents and Purposes following, (that is to say) that they the said C. D. and E. C. and the Survivors and Survivor of them, and the Executors and Administrators

tors of such Survivor shall and ought in the first Place to call in and receive the said Mortgage-Money, and Money secured by Bond, and apply and pay the same towards the Raising and Payment of the said 5000 l. and in the next Place, in Trust that the said C. D. and E. F. their Executors, Administrators and Assigns, shall and ought to apply the Rents and Profits of the said Leasehold Estate towards Raising and Payment of the said 200 l. per Ann. and for the separate Use of the said E. B. and such other Trusts as by one Indenture of Release, bearing equal Date herewith, and made between, &c. are limited, declared and appointed, during the Lives of, &c. and afterwards shall and ought to make such Assignments, Grants and Dispositions of the said Leases, Plate, Goods and Chattels, and the Proceeds thereof, as the said E. B. alone testified by three or more credible Witnesses shall direct and appoint, subject nevertheless to the Trusts in the last Will of the said, &c. and in case the said E. B. shall make no Direction or Appointment, then the said C. D. and E. F. and the Survivors and Survivor of them, are to stand possessed thereof for the sole and separate Use and Benefit of the said E. B. her Executors and Administrators.

Trustees to assign Remainder, as the Wife shall direct.

Habendum in a Settlement of Annuities for 99 Years, in Trust for the Husband and Wife and their Daughters, &c

To have, hold, receive, take and enjoy the said Annuities and the Talleys and Orders thereon made unto the said C. D. E. F. and G. H. their Executors, Administrators and Assigns for and during all the Rest and Residue of the said Term of 99 Years which

which is yet to come and unexpired; nevertheless upon this especial Trust and Confidence, that they the said C. D. E. F. and G. H. and the Survivor of them, and the Executors and Administrators of such Survivor, shall and will permit and suffer the said Annuities to be received, had and taken in manner following, (that is to say) by the said A. B. and his Assigns during so many Years of the said Term as he shall happen to live; and after his Decease, then by the said E. his Wife and her Assigns during so many Years of the said Term as she shall happen to live; and after her Decease, then by all and every such Daughters of the said E. by the said A. B. lawfully begotten, or to be begotten, as shall live to be married, or attain to the Age of 21 Years, equally to be divided between them, Share and Share alike, during the Remainder of the said Term, not as Joint-tenants, but as Tenants in Common; and if there shall happen to be but one such Daughter, then by such only Daughter, her Executors and Administrators during the Remainder of the said Term; and in case there shall be no such Daughter, then by the Executors, Administrators and Assigns of the said A. B. for and during the Remainder of the said Term of 99 Years, without any Account to be given to the said C. D. E. F. and G. H. their Executors, Administrators or Assigns for the same; and to, for and upon no other Trust, Intent or Purpose whatsoever.

To

*Habendum in
a Marriage-
Settlement of
Lands held by
Chattel-Lease
to a Husband
and Wife, &c.
subject to limi-
tation.*

To have and to hold the said Messuage, Tenement and all other the Premises, with the Appurtenances, unto the said C. D. E. F. and G. H. their Executors and Administrators, for and during all the residue and remainder of the said Term of 99 Years above recited, which is yet to come and unexpired, determinable as aforesaid, at and under the yearly Rents, Covenants, Conditions and Agreements in the said recited Indenture of Lease mentioned and contained, Upon the Trusts, and to the several Uses, Intents and Purposes hereafter mentioned and declared (that is to say) that they the said C. D. E. F. and G. H. and the Survivors and Survivor of them, their Executors and Administrators, shall and will permit and suffer the said A. B. and his Assigns, to have, hold, profess and enjoy the said Messuage, Tenements and Premises, with the Appurtenances, and receive the Rents, Issues and Profits thereof, to his and their own Use and Benefit, for and during so many Years of the said Term of 99 Years, as he shall happen to live. And also from and immediately after the Death of the said A. B. (in case the said intended Marriage takes Effect) shall and will permit and suffer the said E. L. and her Assigns, to have, hold, possess and enjoy the said Messuage, Tenement and Premises above mentioned, with the Appurtenances, and receive the Rents, Issues and Profits thereof, to her and their own Use and Behoof, for and during so many Years of the said Term of 99 Years, as shall

shall run out and expire in the Life-time of the said E. L. And also from and after the Death of the said A. B. and E. L. shall and will permit and suffer such Person and Persons to whom the said A. B. shall by his Last Will and Testament, or by any Deed or Writing under his Hand and Seal, give, demise, limit or appoint the said Premises, or in Default of such Appointment, shall and will permit and suffer the Executors and Administrators of the said A. B. to have, hold, possess and enjoy the said Messuage, Tenement and Premises, with the Appurtenances, for and during all the rest, residue and remainder of the said Term of 99 Years, which shall be then to come and unexpired; and to and for none other Use, Intent or Purpose whatsoever.

To have and to hold the said Messuage, &c. unto the said C. D. and E. F. their Executors, Administrators and Assigns, for and during all the rest and residue of the said Term above recited, which is yet to come and unexpired. And to have and to hold the said Goods, Chattels and Household-stuff unto the said C. D. and E. F. their Executors and Assigns, from henceforth for ever, nevertheless upon this especial Trust and Confidence, that the said C. D. and E. F. and the Survivor of them, and the Executors and Administrators of the same Survivor, shall and will at all times from henceforth, until the said intended Marriage between the said A. B. and the said E. L. shall happen to be solemnized, permit

Power of Limitation.

Habendum of Lands for residue of a Term, and also of Goods on Trust to Uses in an Assignment or Settlement.

permit and suffer the said *E. L.* her Executors and Assigns, to hold, use and enjoy the said Premises, Goods, Chattels and Household-stuff, and to receive the Profits thereof, to her and their own proper Use and Benefit; and from and after the Solemnization of the said intended Marriage, then upon this further Trust, that the said *C. D.* and *E. F.* and the Survivor of them, and the Executors and Administrators of the same Survivor, shall and will permit and suffer such Person and Persons to hold, use and enjoy the said Goods, Chattels and Household-stuff in the Schedule or Inventory hereto annexed, mentioned, as the said *E. L.* shall at any time during her Life, give or dispose of the same, or any Part thereof, and unto and until such Gift or Disposition, shall and will permit and suffer the said *E.* to use and enjoy the same. And upon this further Trust and Confidence, that the said *C. D.* and *E. F.* and the Survivor of them, the Executors and Administrators of the same Survivor, shall and will immediately from and after the Solemnization of the said intended Marriage, during so many Years of the remainder of the said Term above recited, as the said *A. B.* and *E.* both shall live, shall and will permit and suffer the said *A. B.* and *E.* to hold and enjoy the said Messuage, Lands, Tenements, Hereditaments and Premises above mentioned, and receive the Rents and Profits thereof, to their own Use; and from and after the Death of them the said *A. B.* and *E.* and the Survivor of them, then

*The Limita-
tion of the
Lands.*

then upon this further Trust that the said C. D. and E. F. and the Survivor of them, and the Executors and Administrators of the same Survivor, shall and will during the remainder of the said Term which shall be then to come, permit and suffer such Person, &c. to enjoy, &c. as the said E. by Deed in her Life-time or Will, &c. shall give or dispose of the same; and for Default of such Gift or Disposition, &c. then upon Trust, &c. to permit the Executors, Administrators and Assigns of the said E. L. to hold and enjoy the said Premises, and to receive the Profits thereof to their own proper Use and Benefit, without rendring any Accompt thereof to the said C. D. and E. F. or the Survivor of them, or the Executors or Administrators of the same Survivor, of or for the same, and to and for none other Trust, Intent or Purpose whatsoever.

To have and to hold the said Messuage, Lands, Tenements, Hereditaments and Premises above mentioned to be lying and being at, &c. and every Part and Parcel thereof, with the Appurtenances, unto the said C. D. and E. F. their Heirs and Assigns; to the only proper Use and Behoof of the said C. D. and E. F. their Heirs and Assigns for ever. And to have and to hold the said Messuage or Tenement, Lands and Premises above mentioned to be situate, &c. and every Part and Parcel thereof, with the Appurtenances, unto the said C. D. and E. F. their Executors, Administrators and Assigns, for and during all the rest and

Habendum of Lands in Fee, and also of Lands for residue of a Term on Trust to raise and pay Money, &c. and afterwards for a Man and his Wife and his Heirs and Executors; &c.

residue of the said Term of, &c. above mentioned, which is yet to come and unexpired. Nevertheless upon this especial Trust and Confidence, and to this End, Intent and Purpose, That they the said C. D. and E. F. and the Survivor of them, and the Heirs, Executors, and Administrators of such Survivor, shall and will in the first Place, out of the Rents and Profits of the said Premises, raise and pay the Sum of, &c. now due and owing to the said, &c. with Interest for the same; and in the next place shall and will raise, and pay yearly, and every Year during the joint Lives of the said A. B. and E. his Wife, the clear yearly Sum of, &c. And shall and will also during the Life of, &c. raise and pay to the said, &c. the clear yearly Sum of, &c. and after raising and Payment of the said several Sums to the several Persons above mentioned; then they the said C. D. and E. F. shall, will and ought to permit and suffer the residue of the Rents and Profits of the Premises to be received and taken by the said A. B. &c. and his Assigns during his Life, for his sole Use and Benefit; and from and after the Decease of the said A. B. then in Trust; that they the said C. D. and E. F. and the Survivor of them, and the Heirs, Executors and Administrators of such Survivor, shall and ought, either by Mortgage, Sale or otherwise, to raise and pay to the said, &c. the full Sum of, &c. within six Months after his Death, with usual Interest therefore from his Death, and shall and ought also

*Residue of
Rents and Pro-
fits; how appli-
ed.*

in like manner to raise and pay to the said, &c. the Sum of, &c. with Interest from his Death, she being unmarried, or having been married in the Life-time of her Father and Mother, with their consent : And as to the Premises lying in, &c. charged and chargeable as aforesaid, in case the same shall not be sold for the Purposes aforesaid, in Trust for the right Heirs of the said A. B. for ever.

To have and to hold all and singular the said Manor, Farm and Premises, with the Appurtenances, unto the said C. D. his Heirs and Assigns for ever, to, for and upon the several Uses, Intents and Purposes herein-after particularly mentioned, limited, expressed and declared, (that is to say) To the Use and Behoof of the said A. B. and his Assigns, for and during the Term of his natural Life, without Impeachment of Waste ; and from and after his Decease, then to the Use and Behoof of C. B. Son of the said A. B. and to the Heirs Males of his Body lawfully to be begotten, and for Default of such Issue, then to the Use and Behoof of the said A. B. his Heirs and Assigns for ever.

Habendum in a Settlement to a Man and his Heirs Males, &c.

To have and to hold all and singular the said Messuages, Lands, Tenements, Hereditaments and Premises above mentioned to be hereby granted, with their and every of their Appurtenances, unto the said C. D. and E. F. their Heirs and Assigns, to and for the several Uses, Trusts, Intents and Purposes herein-after limited, expressed and declared, (that is to say) to the Use and Behoof

Habendum in a Marriage-Settlement to a Man for Life, his Wife for her Jointure, the first and other Sons, with Terms to Trustees, &c.

The Donor's Will, &c.

Behoof of the said C. B. and his Assigns, for and during the Term of his natural Life, without Impeachment of or for any manner of Waste; and from and after the Determination of that Estate, to the Use and Behoof of the said C. D. and E. F. and their Heirs, for and during the natural Life of the said C. B. upon Trust to support and preserve the contingent Remainders herein-after limited from being defeated or distr'd, and for that Purpose to make Entries and bring Actions, as occasion shall require; but nevertheless in Trust to permit and suffer the said C. B. and his Assigns to receive and take the Rents, Issues and Profits thereof, to his and their own Use and Benefit, during his natural Life; and from and after the Decease of the said C. B. to the Use and Behoof of the said E. Wife of the said C. B. for and during the Term of her natural Life for her Jointure; and from and after the decease of the Survivor of them the said C. B. and E. his Wife, to the Use and Behoof of the first Son of the said C. B. on the Body of the said E. his Wife to be begotten, and of the Heirs-Males of the Body of such first Son lawfully issuing, and for Default of such Issue, to the Use and Behoof of the second Son of the said C. B. on the Body of the said E. his Wife to be begotten, and of the Heirs Males of the Body of such second Son lawfully issuing, and for Default of such Issue, to the Use and Behoof of the third, fourth, fifth, sixth, seventh, eighth, ninth and tenth, and all and

To the Wife for her Jointure.

and every other Son and Sons of the said C. B. on the Body of the said E. his Wife begotten and to be begotten, severally and successively, and in remainder one after another, as they shall be in Priority of Birth and Seniority of Age, and of the several and respective Heirs Male of the Body and Bodies of all and every such Son and Sons, and the Heirs Male of his and their Body and Bodies issuing, and for Default of such Issue, to the Use and Behoof of the said G. H. J. K. &c. their Executors, Administrators and Assigns, for and during and unto the full End and Term of 1000 Years, thence next following and fully to be ended, without Impeachment of or for any manner of Waste, upon the Trusts, and to and for the Ends, Intents and Purposes herein-after declared, mentioned and expressed, of and concerning the same Term; and from and after the Determination of the said Term of 1000 Years, to the Use and Behoof of the said A. B. his Heirs and Assigns for ever.

To have and to hold all and singular the said Messuages, Lands, Tenements and Hereditaments above mentioned, and every Part and Parcel thereof, with the Appurtenances, unto the said C. D. E. F. and G. H. their Heirs and Assigns, to and for the several Uses, Intents, Trusts and Purposes herein-after mentioned, limited, expressed and declared (that is to say) to the

Habendum is a Marriage Settlement made to Trustees for the Use of the Husband until marriage, then for his Life, and to his Wife for Life, remainder to their

Mrs. Miler, and his Heirs, &c. The Limitation to the Wife is in Bar of Dower, and what she may claim by the Custom of the City of London, and with other Lands to be settled, is in full of her Jointure, &c.

*The Wife to
receive an An-
nuity of 500 l.
per Ann.*

the said *A. B.* shall so long live, without Impeachment of or for any manner of Waste; and from and after the Determination of that Estate, by Forfeiture or otherwise, then to the Use and Behoof of the said *G. H. J. K. and L. M.* and their Heirs, during the Life of the said *A. B.* to support and preserve the contingent Remainders herein-after limited from being defeated, barred or destroyed, and for that purpose to bring Actions or make Entries as the Law shall require. But nevertheless, in Trust to permit the said *A. B.* to receive the Profits during his Life; and from and after the decease of him the said *A. B.* then to the Intent, and to this End and Purpose that the said *E. Wife* of the said *A. B.* and her Assigns, shall and may have, receive and take out of the said Manors and Premises above mentioned, one Annuity or yearly Rent-Charge of 500 l. *per Ann.* during her natural Life, for her Jointure, and in lieu and full Satisfaction for her Dower, payable and to be paid half-yearly (*viz.*) in and upon the 25th Day of *March*, and the 29th Day of *September*, by even and equal Portions, clear of and over and above all Taxes, Payments and Reprises whatsoever, the first Payment thereof to begin and be made on such of the Days aforesaid, as shall first and next happen after the Death of the said *A. B.* And if it shall happen the said Annuity or yearly Rent-Charge of 500 l. or any Part thereof, to be behind and unpaid, in part or in all, by the
space

space of 21 Days, &c. [*Here insert the usual Remainder Clause of Distress.*] And as for and concerning all and singular the said Manors and Premises above mentioned, immediately after the Death of the said A. B. charged and chargeable with the said Annuity or yearly Rent-Charge of 50*o* l. per Ann. and Distresses therefore as aforesaid, to the Use and Behoof of the first Son of the Body of the said A. B. on the Body of the said E. his Wife begotten, or to be begotten, and the Heirs Males of the Body of such first Son lawfully to be begotten; and for Default of such Issue, then to the Use and Behoof of the second Son of the Body of the said A. B. on the Body of the said E. his Wife begotten, or to be begotten, and the Heirs Males of such second Son lawfully to be begotten; and for Default of such Issue, then to the Use and Behoof of the third Son of the Body of the said A. B. on the Body of the said E. his Wife begotten, or to be begotten, and the Heirs Males of the Body of such third Son lawfully issuing; and for Default of such Issue, then to the Use and Behoof of the fourth, fifth, sixth, seventh, eighth, ninth and tenth Son and Sons, &c. and of all and every other the Son and Sons of him the said A. B. on the Body of her the said E. his Wife, to be begotten, and the Heirs Males of the Body and Bodies of all and every such Son and Sons lawfully to be begotten, severally and successively one after another, as they shall be in Seniority of Age and Priority of Birth,

Birth, (that is to say) The elder of such Son and Sons, and the Heirs Males of his Body, always to be preferred, and take before the younger of such Son and Sons, and the Heirs Males of his Body; and in Default of such Issue, and in case the said E. at the time of the Death of the said A. B. shall be Enfant or with Child, to the Use and Behoof of the said E. until she shall be deliver'd of such Child, and in case she shall be delivered of a Son, then to the Use and Behoof of such after-born Son, and the Heirs Males of his Body lawfully begotten; and for Default of such Issue, then to the Use and Behoof of the said G. H. J. K. and L. M. their Executors, Administrators and Assigns, for and during the Term of 500 Years, from thence next ensuing and following, and fully to be compleat and ended, Upon the Trusts and Subject to such Conditions as are herein-after expressed and declared concerning the said Term; and from and after the Expiration or other sooner Determination of the said Term of 500 Years, then to the Use and Behoof of the said A. B. his Heirs and Assigns for ever.

*Term to Trust-
Bent.*

*Habendum to
a Settlement of
Annuities, Fee-
Farm-Rents,
&c. to a Man,
his Wife, and
their Heirs
Male, &c.*

To have and to hold the said Annuity or yearly Sum of 200 l. unto the said C. D. and E. F. their Executors, Administrators and Assigns from henceforth, for and during all the rest and residue now to come and unexpired of the said Term of 99 Years. Nevertheless upon the Trusts herein-after mentioned, (that is to say)

Upon

Upon Trust and Confidence, that they the said C. D. and E. F. and the Survivor of them, and the Executors and Administrators of such Survivor, shall and will permit and suffer the said A. B. and his Assigns to receive and take, to and for his and their own Use and Benefit the said Annuity or yearly Sum of 200 l. for and during so many Years of the said Term of 99 Years as he the said A. B. shall happen to live; and from and after the decease of the said A. B. in Trust to permit and suffer the said E. his Wife, and her Assigns, to receive and take, to and for her and their own Use and Benefit, the said Annuity or yearly Sum of 200 l. for and during so many Years of the said Term of 99 Years, as she the said E. shall happen to live in further part of her Jointure, and from and after the decease of the Survivor of them the said A. B. and E. his Wife, then in Trust for, &c. and for want of such, &c. then in Trust for the said A. B. his Executors, Administrators and Assigns, for and during the then residue of the said Term of 99 Years. *And this Indenture further Witnesseth, &c. Hath granted, &c. To have and to hold all and singular the said Manor, Messuages, Lands, Tenements, Fee-Farm-Rents, Hereditaments and Premises above mentioned to be hereby granted, with their and every of their Appurtenances, unto the said C. D. and E. F. their Heirs and Assigns, to and for the several Uses, Trusts, Intents and Purposes herein after*
limited
3

*Settlement of
the Fee-Farm-
Rents.*

limited, expressed and declared, (that is, to say) As for and concerning all and every the said Fee-Farm-Rents hereby granted, to the Use and Behoof of the said *A. B.* and his Assigns, for and during the Term of his natural Life; and from and after the Determination of that Estate, to the Use and Behoof of the said *C. D.* and *E. F.* and their Heirs, during the natural Life of the said *A. B.* Upon Trust to preserve and support the contingent Remainders herein-after limited, from being defeated or destroyed; and from and after the decease of the said *A. B.* to the Use and Behoof of the said *E.* his Wife, for and during the Term of her natural Life, in full of her Jointure; and from and after the decease of the Survivor of them the said *A. B.* and *E.* his Wife, to the Use and Behoof of the first Son of the said *A. B.* on the Body of the said *E.* his Wife to be begotten, and of the Heirs Males of the Body of such first Son lawfully issuing; and for Default of such Issue, to the Use and Behoof of the second Son, &c. (*And so on to the tenth Son, &c. as in Page 247.*) And for Default of such Issue, to the Use and Behoof of the said *G. H. I. K.* and *L. M.* their Executors, Administrators and Assigns, for the Term of 1000 Years, &c. upon Trust, &c. and from and after the Determination of the said Term of 1000 Years, to the Use and Behoof of the said *A. B.* his Heirs and Assigns for ever.

To have and to hold the said Manor, Messuages, Tenements, Lands, Hereditaments and Premises above mentioned to be granted and released, with their and every of their Appurtenances, to the said C. D. E. F. and G. H. and their Heirs, to the several Uses, Intents and Purposes, and upon the Trusts, and under the Provisoes herein-after mentioned and declared, (that is to say) To the Use of the said A. B. and his Assigns, until the said Marriage shall be had and solemnized, and from and after the Solemnization of the said intended Marriage, then to the Use of the said A. B. the younger, for and during the Term of his natural Life, without Impeachment of or for any manner of Waste; and after the Determination of that Estate, then to the Use of the said C. D. and E. F. and their Heirs, for and during the Life of the said A. B. the younger, in Trust to preserve the contingent Uses and Estates herein-after limited from being prevented and destroy'd, and to make Entries for that purpose, as the Case shall require; and after the decease of the said A. B. the younger, then to the Use and Behoof of the said C. D. and E. F. and their Assigns, for and during the Term of 100 Years, if the said E. L. (intended Wife of the said A. B.) shall so long live, upon the Trusts herein after declared, and after the Expiration or other sooner Determination of the said Term of 100 Years, to the Use of the first Son of the said A. B. the younger, upon the Body of the said E. lawfully to be begot-

Habendum in a Settlement before Marriage to the Husband, &c. until the Marriage, then for Life, a Term so Trustees for 100 Years if the Wife live so long, to pay her an Annuity, then to the first and other Sons; then to the Heirs Males of the Husband, with Term of 500 Years for Daughters Portions, and Remainder to Husband's Heirs.

The Term of 100 Years created.

begotten, and to the Heirs Males of the Body of such first Son lawfully issuing; and for Default of such Issue, to the Use of the second Son of the said *A. B.* the younger, upon the Body of the said *E.* lawfully to be begotten, and to the Heirs Males of the Body of such second Son; and for Default of such Issue, to the Use of the third and fourth, and of all and every such other Son and Sons of the said *A. B.* the younger, upon the Body of the said *E.* lawfully to be begotten, and of the Heirs Males of the several and respective Bodies of such third and fourth, and of all and every such other Son and Sons lawfully to be begotten, severally and successively, and in Remainder one after another, as they and every of them shall be in Seniority of Age, and Priority of Birth, the elder of them, and the Heirs Males of his Body always to be preferred before the younger of them, and the Heirs Males of his Body; and for Default of such Issue, then in case the said *E.* shall survive the said *A. B.* the younger, and shall be Enfant or with Child at the time of his Decease, to the Use of the said *C. D.* and *E. F.* and their Heirs, until the Birth of such after-born Child or Children, and in Trust for such Child if the same be a Son, and if it be a Daughter, then in Trust for such Person and Persons to whom the next and immediate Use and Estate of and in the said Premises, shall belong upon the Birth of such Daughter; and if such Child or Children shall happen to be a Son or Sons, then to the Use of such

such Son and Sons successively, as they shall be in Seniority of Age, and Priority of Birth, and of the Heirs Males of their Bodies respectively as aforesaid; and for Default of any Heir Male of the said *A. B.* the younger, upon the Body of the said *E.* begotten, then to the Use of the said *G. H.* and *J. K.* for and during the Term *The Term of* of 500 Years, without Impeachment of *500 Years.* Waste, upon Trust for all and every the Daughter and Daughters of the said *A. B.* the younger, on the Body of the said *E.* to be begotten, in such manner as herein-after is mentioned and declared; and from and after the Determination of the said Term of 500 Years, to the Use of the said *A. B.* the younger, and the Heirs Males of his Body lawfully to be begotten; and for Default of such Issue, to the Use of the Heirs and Assigns of the said *A. B.* the younger, for ever.

To have and to hold the said Manors, *Habendum in a* Messuages, Lands, Tenements, Heredita- *Settlement made* ments, and all and singular the Premises *by the Wife to* hereby granted, with their and every of *herself till the* their Rights, Members and Appurtenances, *Marriage, then* unto the said *C. D. E. F.* and *G. H.* and *99 Years, if* their Heirs, to the several Uses, Intents *she and her* and Purposes, and subject to the Estates, *Husband so long* Powers, Provisoes and Limitations herein- *live, on Trust* after in these Presents limited and expressed, *to raise an* (that is to say) To the Use of the said *yearly Sum for* *E. B.* her Heirs and Assigns, until the said *the Wife, Re-* *mainder to the* *Wife and her* *Heirs, with Power for her alone, by Deed or Will, to dispose of the Premises* *and charge the same as she shall think fit, &c. but such charge not to* *commence till after her Death.*

Mar-

Marriage between her and the said *A. B.* her intended Husband, shall be had and solemnized, and from and after the Solemnization thereof, to the Use of the said *C. D. E. F.* and *G. H.* their Executors, Administrators and Assigns, for the Term of 99 Years, from thence next ensuing, and fully to be compleat and ended, if the said *A. B.* and *E. B.* shall jointly so long live, upon the Trusts herein-after mentioned touching and concerning the said Term; and after the Determination of that Estate, to the Use and Beboof of the said *E. B.* her Heirs and Assigns for ever, with and under such Powers, Privileges, Advantages and Authorities as are herein-after mentioned and exprested, (that is to say) That it shall and may be lawful to and for the said *E. B.* at any time or times, during her natural Life, jointly with the said *A. B.* her intended Husband, or for her alone and without the said *A. B.* and notwithstanding her Coverture, and as if she were wholly sole and unmarried, as often as she shall see occasion, and at her sole Will and Pleasure, by any Deed or Deeds, Writing or Writings, to be by her sealed and executed in the Presence of three or more credible Witneses, or by her last Will and Testament duly made and published, and which he the said *A. B.* as much as he may or can, doth hereby impower her to make, or by any Writing, purporting her Last Will and Testament, sealed and executed as aforesaid, to limit or appoint any new or other Use or Uses, Estate or Estates, of,
in

in and concerning the said Manors, Messuages, Lands, Tenements, Hereditaments and Premises hereby granted, or intended to be hereby granted, or of, in and concerning any Part or Parts, Parcel or Parcels thereof, to any Person or Persons whatsoever, either in Fee-Simple, Fee-Tail, or for Life or Lives, or for any Term or number of Years absolute or determinable upon the Death of any one or more Person or Persons. Or by the same Deed or Deeds, Writing or Writings, Last Will and Testament, at the like Will and Pleasure of the said E. B. to charge the said Manors, Messuages, Lands, Tenements, Hereditaments and Premises hereby granted or intended to be hereby granted, or any Part or Parts, Parcel or Parcels thereof, with the Payment of any Sum or Sums of Money in gross, or with any annual Sum or Sums of Money to be paid at such Days and times, and in such Manner and Form as the said E. B. shall in and by such Deed or Deeds, Writing or Writings, Last Will and Testament, direct, limit or appoint, with Power of revoking all or any such Use or Uses, Charges, Estate or Estates, or any other the Appointments hereby reserved to be made, and of appointing any new or other Use or Uses, Estate or Estates, of and in the said Manors, Messuages, Lands, Tenements, Hereditaments and Premises hereby granted or intended to be granted, or otherwise of charging the same, or any Part or Parcel thereof after such Revocation made, with the

*Limitations
&c. not to com-
mence till &c.*

the Payment of any such annual Sum or Sums of Money, as the said E. B. shall in her Discretion think fit. Provided always that such Estate or Estates, Charges, Limitations or Appointments so to be made, limited or appointed, be not made to commence till after the Death of the said E. B. &c.

*The Uses in a
double Settle-
ment after a
former, of feo-
dal: Manors,
Lands, &c. as
to part to the
Husband for
Life, to the Wife
for Life for her
Jointure, then
to the first and
other Sons, Re-
mainder to the
Heirs Male of
the Husband
Remainder to
the Husband's
Brother and
Heirs Male,
Remainder to
Daughters, Re-
mainder to the
Husband's
Heirs, rest of
the Lands to
Husband's Fa-
ther and Mo-
ther and Heirs
Male, &c.
with a Term of
99 Years to
Trustees for the
separate Use of
the Wife for
Cloaths, Apparel, &c.*

As for and concerning all those several Parts and Parcels of the said Manors, Lordships and Premises above-mentioned, herein-after particularly mentioned, (*viz.*) All that the Manor of, &c. with the Rights, Members and Appurtenances thereof, and all that Capital Messuage, &c. in the Possession of, &c. and also, &c. with all and every of their Appurtenances, and the Reversion and Reversions, Remainder and Remainders, Rents and Services thereof, to the Use and Behoof of him the said C. B. and his Assigns, for and during the Term of his natural Life, without Impeachment of or for any manner of Waste, and with Liberty to commit Waste; and from and after the Determination of that Estate by Forfeiture or otherwise, then to the Use and Behoof of the said C. D. E. F. and G. H. their Heirs and Assigns, for and during the natural Life of the said C. B. to preserve and support the contingent Remainders herein-after limited from being defeated and destroyed, and for that purpose to make Entries and bring Actions, as the Case shall require: But nevertheless in Trust to permit and suffer the said C. B. and his Assigns, for and

and during his natural Life, to receive and take the Rents, Issues and Profits of the said last mentioned Premises, to and for his and their own proper Use and Benefit; and from and after the decease of the said C. B. then to the Use and Behoof of the said E. the Wife of the said C. B. and her Assigns, for and during the Term of her natural Life, in full of her Jointure, and in Satisfaction and Bar of her Dower, at the Common Law; and from and after the several Deceases of them the said C. B. and E. his Wife, then to the Use and Behoof of the first Son of the Body of the said C. B. on the Body of the said E. his Wife begotten or to be begotten, and the Heirs Male of the Body of such first Son lawfully issuing; and for Default of such Issue, then to the Use and Behoof of the second Son, &c. and for Default of such Issue, then to the Use and Behoof of the third Son, &c. And for Default of such Issue, then to the Use and Behoof of the fourth Son, &c. And for Default of such Issue, then to the Use and Behoof of the fifth, sixth, seventh, eighth, ninth and tenth Son and Sons, &c. And for Default of such Issue, and in case the said E. at the Death of the said C. shall be Enfant and with Child, then to the Use of the said E. and her Assigns, until the said E. shall be delivered of such Child, and in case such Child shall be a Son, then to the Use and Behoof of such after-born Son, and the Heirs Males of his Body lawfully issuing; and for Default of such Issue, then to the Use and Behoof of the Heirs

S

Males

The Contingent's Will, &c.

Males of the Body of the said C. B. lawfully to be begotten; and for Default of such Issue, then to the Use and Behoof of T. B. Esq; second Son of the said A. B. and the Heirs Males of his Body lawfully to be begotten; and for Default of such Issue, then to the Use and Behoof of the 3d, 4th, 5th, 6th, 7th, 8th, 9th and 10th Son and Sons, &c. of the said A. B. on the Body of the said A. and the Heirs Males of the Body and Bodies of such Son and Sons, &c. And for Default of such Issue, then to the Use and Behoof of all and every the Daughter and Daughters of the said A. B. on the Body of the said A. begotten, and to be begotten, and the Heirs of the Body and Bodies of such Daughter and Daughters lawfully to be begotten, and for Default of such Issue, then to the Use and Behoof of the said A. B. his Heirs and Assigns for ever, and to and for none other Use, Intent or Purpose whatsoever.

*The Term of 99
Years for Pin-
Money.*

And as for and concerning all that Messuage or Tenement, called, &c. situate, &c. To the Use and Behoof of the said J. K. and L. M. their Executors, Administrators and Assigns, for and during the Term of 99 Years next ensuing, and fully to be compleat and ended, if the said A. Wife of the said A. B. shall so long live, upon this special Trust and Confidence, that they the said J. K. and L. M. their Executors, Administrators and Assigns, shall from time to time, during the joint Lives of the said A. B. and A. receive and take the Rents, Issues and Profits of the said Messuages,

suages, &c. last above mentioned, and pay
 and answer the same unto the said *A.* for
 her sole and particular Maintenance for
 Cloaths, Apparel and otherwise, as she
 shall think fit; and the said *A. B.* not to
 intermeddle with the same; and the Ac-
 quittance and Discharge, Acquittances and
 Discharges of the said *A.* from time to time
 under her Hand, shall be judged, deemed
 and taken to be good and sufficient Dis-
 charges unto the said *J. K. and L. M.*
 their Executors and Administrators for the
 same, and every Part thereof, against the
 said *A. B.* his Heirs, Executors and Assigns,
 and against all Accounts to be to him or
 them given or rendred, or yielded there-
 fore. And as for and concerning the said
 Messuage, Lands and Premises limited for
 the said Term of 99 Years, immediately
 after the Determination of that Term; and
 as for and concerning all and singular
 the said Messuages, &c. above mentioned,
 whereof no Use or Estate is herein before
 limited, to the Use and Behoof of the said
A. B. and his Assigns, for and during the
 Term of his natural Life, without Im-
 peachment of or for any manner of
 Waste; and with Liberty and Power
 to commit all manner of Waste; and
 from and after the Determination of
 that Estate, to the Use and Behoof of the
 said *C. D. E. F. and G. H.* their Heirs and
 Assigns, during the natural Life of the said
A. B. in Trust to preserve and support the
 contingent Uses and Remainders herein-
 after limited, from being defeated or de-
 stroy'd,

*Uses of the Re-
 mainder of the
 Lands.*

of, &c. at two of the most usual Feasts or Terms in the Year, (that is to say) The Feast of the Annunciation of the Blessed Virgin *Mary*, and St. *Michael* the Archangel, by even and equal Portions.

*In a Lease
for 3 Years and
a half, pay-
able every half
Year.*

Yielding and paying therefore every half Year of the said Term of three Years and a half, the Rent or Sum of, &c. at and upon the 29th Day of *September*, and the 25th Day of *March*; the first Payment thereof to begin and be made on the 29th Day of *September* now next ensuing.

*Rent in a
Lease payable
Quarterly.*

Yielding and paying therefore yearly, and every Year during the said Term hereby granted, unto the said *A. B.* his Executors, Administrators and Assigns, the yearly Rent or Sum of 20 *l.* of, &c. at the Four most usual Feasts or Terms in the Year, (that is to say) the Feasts of the Annunciation of the Blessed Virgin *Mary*, the Nativity of St. *John* the Baptist, the Feast of St. *Michael* the Archangel, and the Feast of St. *Thomas* the Apostle, by even and equal Portions.

(Or thus,) Yielding and paying therefore yearly, during the said Term, unto the said *A. B.* his Heirs and Assigns, the yearly Rent of 20 *l.* of, &c. in and upon the 25th Day of *June*, the 29th Day of *September*, the 25th Day of *December*, and the 25th Day of *March*, by even and equal Portions.

*Reddendum of
a Rent payable
Monthly.*

Yielding and paying therefore yearly, during the said Term, unto the said *A. B.* his Executors, Administrators and Assigns, the yearly Rent of, &c. upon the Days following,

following, viz. the 25th Day of April, the 25th Day of May, the 25th Day of June, the 25th Day of July, the 25th Day of August, the 25th Day of September, the 25th Day of October, the 25th Day of November, the 25th Day of December, the 25th Day of January, the 25th Day of February, and the 25th Day of March yearly, by even and equal Portions.

Yielding and paying therefore yearly *Reservation of* and every Year for ever unto the said A. B. *a Rent to a* his Heirs and Assigns, the Rent or Sum of *Man and his* 2 l. of, &c. at and upon the two most usual *Heirs for ever.* Feasts or Terms in the Year (that is to say) the Feasts of the Annunciation of the Blessed Virgin Mary and St. Michael the Archangel, by even and equal Portions.

Yielding and paying therefore for the *Different Rents* first two Years of the said Term the yearly *on Division of* Rent of 20 l. of, &c. and for the remain- *the Term.* ing five Years of the said Term the yearly Rent of 25 l. both which said Rents to be paid at and upon the Feasts of St. Michael the Archangel and the Annunciation of the Blessed Virgin Mary yearly, by even and equal Portions.

And also yielding and paying, and the said C. D. for himself, his Executors, Ad- *Rent or For-* ministrators and Assigns, doth Covenant *feiture for a* and Grant to and with the said A. B. his *Tenant's* Heirs and Assigns, to yield and pay in and *ploughing Men-* upon the Days and Times of Payment of *dow Ground,* the said yearly Rent above reserved, and *&c.* over and above the same Rent, according to the Rate of 5 l. of, &c. the Acre, and so proportionably for every greater and lesser

Quantity of the Meadow or Pasture Ground hereby demised, which he the said C. D. his Executors, Administrators or Assigns, shall at any time, during the said Term hereby granted, ear, plough, spit up, dig, or convert to Tillage, or cause or procure, permit or suffer to be eared, &c. the first Payment thereof to begin at that Day of Payment of the said yearly Rent above reserved, which shall next happen after any Part of the said Meadow or Pasture Ground shall be so as aforesaid eared, plowed, spit up, digged or converted to Tillage.

*Reddendum in
Chattel-Lease.*

Yielding and paying therefore yearly during the said Term hereby granted, unto the said A. B. his Heirs and Assigns, the Rent or Sum of One-Pound, or Twenty Shillings, of, &c. at and upon the Feast Days of the Annunciation of the Blessed Virgin Mary and St. Michael the Archangel, by even and equal Portions.

*In a Chattel
Lease from a
Guardian.*

Yielding and paying therefore yearly and every Year during the said Term hereby granted, unto the said A. B. or such Person or Persons, to whom the Inheritance of the said Premises shall belong, the Rent of Ten Shillings, of, &c. at the most usual Feasts or Terms in the Year (that is to say) the Feasts of St. Michael the Archangel, and the Annunciation of the Blessed Virgin Mary, by even and equal Portions.

*In a Lease in
Reversion.*

Yielding and paying therefore from and immediately after the Commencement of the said Term hereby granted, and during the Continuance thereof, unto the said A. B. his Heirs and Assigns, the yearly Rent of
 &c.

&c. in and upon the Feasts of St. Michael the Archangel, &c. by even and equal Portions.

And also yielding and paying the like Sum of, &c. of like, &c. upon the Decease of every of them the said C. D. E. D. and T. B. dying successively, as they are herein named (or as they are named in the Habendum of these Presents, or dying Tenant in Possession of the Premises) for and in the Name of an Heriot. *Reversion of Heriots.*

And also the Sum of, &c. on the Death of the said, &c. if he shall happen to survive the said, &c. for and in the Name of an Heriot. *In a Lease in Reversion.*

And also yielding and paying at and upon the Death or Decease of the said C. D. the best Beast or Goods of the said C. D. or in lieu thereof the Sum of, &c. in Money, at the Election of the said A. B. his Heirs and Assigns, for and in the Name of an Heriot; and also at and upon the Death or Decease of the said E. D. (he dying after the said C. D.) the best Beast or Goods, or in lieu thereof the like Sum of, &c. in Money, for and in the Name of another Heriot; and also at and upon the Death or Decease of the said T. B. (he dying after the said C. D. and E. D.) the best Beast or Goods on the Premises, or in lieu thereof the like Sum of, &c. in Money, for and in the Name of another Heriot. *Best Beast or Goods, or so much in Money, at the Lord's Election.*

And doing Suit and Service to the Court and Courts of the said A. B. his Heirs and Assigns, to be from time to time holden in and for the Manor of, &c. aforesaid, and there *Suit and Service to Courts, &c.*

there to be ordered and justified in all Things touching the said Premises; as other the Tenants of the said Manor for their respective Estates are, shall or ought to be.

And also yielding, doing and performing upon reasonable Summons and Warning, Suit, Service and Attendance to and at, all and every the Court and Courts to be holden during the said Term, for and within the said Manor of, &c. and to be sworn with the Homage, and be ordered and justified in all Things by such reasonable Orders and Ordinances, as by the Steward and Homage for the time being, shall be from time to time made and agreed upon, and as other the Tenants of the said Manor are or ought to be by the Law, Custom and Usage of the said Court and Courts.

*Suit and Toll
to a Mill.*

And also yielding, &c. from time to time, and at all times during the said Term, Suit, Toll, Custom and Service, to and at the Water-Grist-Mill of and belonging to the Lord of the said Manor, by grinding all his and their Corn and Grain there.

*Reservation of
Profits of
Lands in lieu
of Rents.*

Yielding and paying therefore yearly and every Year during the said Term unto the said A. B. his Heirs and Assigns, the Moiety, or one Half Part of all the Profits and Gains whatsoever, which shall yearly be made or raised by, or by Means of the digging, setting, planting, sowing, manuring and employing the said Lands and Premises above mentioned, and every or any Part thereof; or by any other Ways or Means whatsoever, the same to be yearly
I
and

and every Year once or oftener sent by the said C. D. to, &c. and there delivered to the said A. B. or his Assigns, for and in full Satisfaction and Payment of all manner of Rents whatsoever.

And yielding and delivering, &c. unto the said A. B. &c. at the said Messuage yearly ^{Reservation} of Corn, &c. on, &c. Twenty Bushels of good sound Wheat of good Measure, and well cleaned; and on, &c. Twenty Quarters of sweet Barley (or of like Corn and Measure) at the Place aforesaid.

And also yielding seven Days Work in the Harvest yearly during the said Term, with a good Waggon, Carriage, and five able Horses, with good and proper Servants to attend the same, &c.

Yielding and paying therefore during the said Term unto the said A. B. his Executors, Administrators and Assigns, the Rent or Sum of One Penny, on the Feast of, &c. (if the same be demanded.) ^{Rents of a Penny, Pepper Corn, &c.}

Yielding and paying therefore yearly and during the said Term hereby granted the yearly Rent of one Pepper Corn, on the Feast Day of, &c. (if the same be demanded.)

Yielding and paying therefore yearly during the said Term one Pepper Corn, in and upon the Feast of St. Michael the Archangel only, if demanded. (In a Lease per Ann. If in a Lease for a Year whereon to ground a Release) To the Intent that by Virtue of these Presents, and by Force of the Statute for Transferring of Uses into Possession, he the said C. D. may be in the actual

actual Possession of all and singular the said Premises above mentioned, with the Appurtenances, and thereby be enabled to accept and take a Grant and Release of the Reversion and Inheritance thereof to him and his Heirs, to the only proper Use and Behoof of him the said C. D. his Heirs and Assigns for ever. (Or, To him and his Heirs, to, for and upon such Uses, Intents and Purposes, as shall be thereof declared.) (Or, To him and his Heirs for and during the natural Lives of, &c.)

Poultry, Capons, Eggs, Sugar, &c.

And also yielding unto the said A. B. his Heirs and Assigns yearly during the said Term, two Couple of fat Pullets, a Couple of fat Capons and ten Turkey-Eggs at the Feast of *Easter*.

And also one fat Sheep yearly at the Feast of, &c. and two Loaves of double refined Loaf-Sugar, or in lieu thereof the Sum of, &c. in Money.

Reddendum in a Mortgage of Copyhold Lands.

Yielding and paying, doing and performing during the said Term, all the Rents, Heriots, Burthens, Works, Suits, Customs and Services which shall become and grow due ; and which by the said A. B. and E. B. and C. B. or either of them are, or shall, or ought to be from time to time paid, done, rendred and performed.

Con-

Conditions and Proviso's.

PROVIDED always, and if it shall happen the said yearly Rent of, &c. to be behind and unpaid in part or in the whole by the space of 21 Days next after either of the said Feasts or Days appointed for Payment thereof, that then and so often it shall and may be lawful to and for the said *A. B.* his Heirs and Assigns, into the said Messuage, Tenement and Premises above mentioned, or into any Part thereof, to enter and distrain, and the Distress and Distresses then and there to be found to take, lead, drive, carry away and impound, and in Pound to detain and keep, until he and they shall be fully paid and satisfied the said yearly Rent, and the Arrearages thereof (if any shall happen to be) and all Costs and Charges that he or they shall expend thereabout.

*Usual Proviso
or Clause of
Distress for
Rent in a
Lease.*

And if it shall happen the said yearly Rent above reserved, or any Part thereof, to be behind and unpaid, in Part or in all, by the Space of 21 Days next after any or either of the said Days appointed for Payment thereof, then and from thenceforth it shall and may be lawful to and for the said *A. B.* his Heirs and Assigns, into the said Premises to re-enter, and the same to have again, repossess and enjoy as in his and their first and former Estate, Right, Title and Degree, any thing herein contained to the contrary thereof in any wise notwithstanding.

*On Non-pay-
ment of Rent,
Lessor to re-en-
ter, &c.*

And

*On Nonpay-
ment of Rent,
or Breach of
Covenants, &c.
to 19-61311.*

And if it shall happen the said C. D. his, &c. shall at any time hereafter during the said Term make Default in Payment of the said yearly Rent of, &c. by the Space of 28 Days next after either of the said Days whereon the same ought to be paid as aforesaid (being lawfully demanded) on the said C. D. his Executors, &c. shall break any Covenant contained in these Presents, which on the Part and Behalf of him the said C. D. his, &c. are and ought to be observed, performed and kept, that then and so often it shall and may be lawful to and for the said A. B. his Heirs and Assigns, to enter into and upon the said Messuage or Tenement and Premises hereby demised, and the same to possess and enjoy, detain and keep until the said C. D. his, &c. shall have fully paid and satisfied the said yearly Rent above mentioned, with the Arrearages thereof (if any shall be) and shall have made a reasonable Recompence and Satisfaction unto the said A. B. his, &c. for the Damage which he or they shall or may sustain and receive by reason of the Breach or Non-performance of any Covenant or Clause herein contained.

*To enter on
Premises on
Nonpayment
of an Annuity.*

And if it shall happen the said Annuity or yearly Sum of, &c. or any Part thereof, to be behind and unpaid above the Space of 21 Days next after the Feasts or Days above appointed for Payment thereof, that then it shall and may be lawful to and for the said C. D. his Executors, Administrators and Assigns, from time to time, and at all times after such Default made, peaceably

ably and quietly to enter into, have, hold, occupy, possess and enjoy the said Messuage or Tenement and Premises above mentioned, out of which the said Annuity is issuing, and every Part and Parcel thereof, with the Appurtenances, for and during all the Rest and Residue of the said Term of, &c. (or until the said Annuity and Arrears shall be paid and satisfied) without any Let, Suit, Trouble, Eviction, Ejection, Molestation or Interruption of or by him the said A. B. his Executors or Administrators, or of or by any other Person or Persons whatsoever.

Provided always and it is agreed and declared by and between the said Parties to these Presents, That if the said A. B. his Heirs and Assigns shall be minded and desirous to take into his or their own Hands the Possession of the said Premises at the end of the first five Years of the said Term, hereby granted, and of such his or their Mind and Desire do and shall on, or next before the end of the said first five Years, give Notice in Writing under his or their Hand or Hands to the said C. D. his Executors, Administrators or Assigns, or leave the same for him or them at the Messuage hereby demised, with one of his or their Servants there, that then and at the end of the said first five Years of the said Term, he the said A. B. his Heirs and Assigns, may enter into the said demised Premises, and take Possession thereof accordingly; any thing herein contained to the contrary thereof in any wise notwithstanding. Pro-
Provido for
Landlord to
take Premises
into his Hands,
or Tenant to
leave it at
the end of a
certain time,
before the
Term expired,
on giving Notice, &c.
 vided

vided also and it is further agreed and declared by and between the said Parties to these Presents, That if the said C. D. his Executors, Administrators and Assigns shall be minded and desirous to leave and yield up the said demised Premises to the said A. B. his Heirs and Assigns, at the end of the first five Years of the said Term hereby granted, and of such his or their Mind and Desire do and shall on the 29th Day of September next before the end of the said first five Years, give Notice in Writing under his or their Hand or Hands to the said A. B. his Heirs or Assigns, or leave the same for him or them at the Capital Messuage of the said A. B. situate in, &c. with one of his or their Servants there, that then and in such Case the said Term hereby granted shall at the end of the first five Years cease and determine, any thing herein contained to the contrary notwithstanding.

*Another of
the like Na-
ture by way of
Covenant af-
ter another
manner.*

And it is agreed and declared by and between the said Parties to these Presents, That if the said A. B. his Executors or Administrators, shall be willing and desirous, that the said Term hereby granted shall cease at the end of the first three Years thereof, and shall give Notice thereof in Writing to the said C. D. his Executors or Administrators, or leave such Notice for him or them at the Messuage hereby demised, with one of his or their Servants six Months before the end of the said first three Years. Or, If the said C. D. his Executors or Administrators shall be willing and desirous

to leave and yield up the said demised Premises to the said A. B. his Executors and Administrators at the end of the said first three Years of the Term hereby granted, and shall give Notice thereof in Writing to the said A. B. his Executors or Administrators, or leave such Notice at his or their then Habitation for six Months before the end of the said first three Years, that then and in either of the said Cases the said Term hereby granted shall at the end of the said first three Years cease and determine, so that the said C. D. shall have paid all the Rent then and before that time due, and have performed all the Covenants on his Part to be observed; any thing here-
in contained, &c.

And if it shall happen the said yearly Rent of, &c. to be behind and unpaid in part or in the whole, by the Space of thirty Days next after either of the said Feasts or Days of Payment, on which the same ought to be paid as aforesaid, being lawfully demanded, and not paid, and no sufficient Distress or Distresses in or upon the said Premises can or may be found, where- by the same may be levied, that then and at all times from thenceforth, it shall and may be lawful to and for the said A. B. his Heirs and Assigns, into the before demised Premises, with the Appurtenances, wholly to re-enter, and the same to have again, re- possess and enjoy as in his or their former Right and Estate; and the said C. D. his Executors, Administrators and Assigns from and out of the same to expel, amove and
T put

*Condition in a
Lease for
Lives, on the
payment of
Rent, and no
Distress, &c.
Lord to re-en-
ter. &c.*

put out; any thing herein contained to the contrary notwithstanding.

*Another of the
like Nature.*

And if it shall happen the said yearly Rents of, &c. and Heriots to be behind and unpaid, in Part or in all, by the space of thirty Days next after any of the said Feasts or Days or Times of Payment, on which the same ought to be paid as aforesaid, being lawfully demanded, and no sufficient Distress or Distresses in or upon the said demised Premises can or may be found, whereby the same may be levied, that then and at all times from thenceforth it shall and may be lawful to and for the said A. B. his Heirs and Assigns into the said demised Premises, with the Appurtenances, to re-enter, and the same to have again, repossess and enjoy as in his or their first and former Right and Estate, &c.

*Another with
Heriots.*

And if it shall happen the said yearly Rent hereby reserved, or any Part thereof, or the said Money reserved for Heriots as aforesaid, to be behind and unpaid, in part or in the whole, by the space of 28 Days next after any or either of the said Days or Times of Payment thereof, whereon the same should or of Right ought to be paid as aforesaid, and no sufficient Distress or Distresses can or may be found in or upon the said demised Premises, or some Part thereof, whereby to levy the same, with the Arrears thereof (if any shall happen to be) that then and from thenceforth, it shall and may be lawful to and for the said A. B. his Heirs and Assigns into the said Premises hereby demised, or any Part thereof, in the Name of the whole, to re-enter,

enter, and the same Premises and every Part thereof to have again, repossess and enjoy as in his and their first and former Estate, Right, Title and Degree, any thing herein contained to the contrary thereof in any wise notwithstanding.

And if it shall happen the said yearly Rent or Sums of Money for Heriots, or any Part thereof, to be behind and unpaid, in part or in the whole, by the space of 28 Days next after either of the said Feasts or Days of Payment, whereon the same should or of Right ought to be paid as aforeaid, being lawfully demanded, and no sufficient Distress or Distresses in or upon the said demised Premises can or may be found, whereby the same may be levied; or if the said C. D. his Executors, or Administrators, do or shall alien, let, set, assign or demise the said Premises, or any Part thereof, to any Person or Persons whatsoever (other than to or in Trust for the said, &c. (the two other Lives) for any longer Time or Term than one whole Year at any one time without the special Licence and Consent of the said A. B. his Heirs or Assigns, or of the Steward of the said Manor for the time being first had and obtained in Writing under his or their Hands and Seals for the doing thereof, that then and from thenceforth for either of the Causes aforeaid, it shall and may be lawful to and for the said A. B. his Heirs or Assigns, into and upon the said demised Premises, or into any Part thereof, in the the Name of the whole to re-enter, and the

If the Rent be unpaid, or the Lessee Demise for more than one Year without Licence, Lessor to re-enter, &c.

*On making
Default in Re-
parations,
committing
Waste, &c.
Lessor to re-
enter, and In-
denture to be
void.*

same to have again, repossess and enjoy, as in his or their first and former Estate, &c.

And if it shall happen the said C. D. his Executors or Administrators, shall do or permit or suffer to be done any Waste or Destruction in the Houses or Buildings of the Premises hereby demised; or, if the said C. D. his Executors, Administrators and Assigns, shall not well and sufficiently repair, maintain and keep the said demised Premises in and with all needful and necessary Reparations whatsoever during the said Term, but shall make Default in the said Reparations contrary to the Covenant aforesaid, and true Intent and Meaning of these Presents, having Notice or Warning in Writing given or left at the Messuage hereby demised, to repair and amend the same, that then this present Indenture, and all the Covenants, Grants and Articles therein contained on the Part and Behalf of the said A. B. his, &c. shall be void and of no Effect; and that then and from thenceforth it shall and may be lawful to and for the said A. B. his Heirs or Assigns into the said Premises to re-enter, and the said C. D. his Executors, Administrators and Assigns, and all other the Tenants and Occupiers of the said Premises, thence to expel and put out; any thing, &c.

*Proviso for
Heirs to ap-
pear at a
Court-Baron,
or make Proof
of their being
alive, or else
the Lease to
be void.*

Provided always, and upon Condition, that if the said A. B. his Heirs or Assigns, shall at any time or times during the said Term, give Notice in Writing to the said C. D. his Executors or Administrators, or leave such Notice at his or their usual Place

of Abode, or with the Tenant or Occupier of the greatest Part of the said hereby demised Premises for the said T. D. and L. D. or one of them, to appear at the Court-Baron of the said A. B. his Heirs and Assigns, to be holden for the Manor of, &c. aforesaid; and if after such Notice the said T. D. and L. D. or either of them, shall make Default, and not appear at such Court, that then if the Occupiers of the said Premises hereby demised, shall not within one Year after such Notice, make it appear by the Oath of one or more credible Witnesses, that the said T. D. and L. D. or one of them, is in full Life, that then these Presents, and every thing herein contained, shall cease and be void; any thing herein contained, &c.

Provided always and it is hereby covenanted and agreed by and between the said Parties to these Presents, and hereby so declared, that whenever any one of the three Lives named in the Habendum of these Presents shall happen to die, that then in Case the other two of the said Lives named in the said Habendum shall be living and in Health, he the said A. B. his Heirs and Assigns shall and will, upon Request to him or them made by the said C. D. his Executors, Administrators or Assigns, add and fill up another Life, in the room and stead of the Person so dying, under the like Rents, Covenants and Agreements, to be inserted in the Lease, as are herein contained, upon Payment of the Sum of, &c. and bearing the Charges of making

*Proviso to add
a Life in a
Leasehold-
Estate for a
certain Sum,*

T ;

making such Lease; so always as such Sum of, &c. be paid within one Year after the Death of such Person so dying.

*Condition in
Grant of an
Annuity on
Non-payment
to cease, a
Nomine Pene,
with Clause of
Distress, &c.*

And if it shall happen the said Annuity or yearly Rent of, &c. or any Part thereof, to be behind and unpaid, in Part or in all, by the space of, &c. next after either of the said Days or Times for Payment thereof, and whereon the same should or of Right ought to be paid as aforesaid, that then for every such Default of Payment thereof, or of any Part thereof, the said A. B. his Heirs and Assigns, shall forfeit and lose to the said C. D. his Executors and Assigns, the Sum of, &c. *in nomine pene*. And also that then and at all times so often as any such Default shall happen, from thenceforth it shall be lawful to and for the said C. D. his Executors and Assigns, into the said Messuage, Tenement and Premises aforesaid (out of which the said Annuity is issuing) with the Appurtenances, or into any Part thereof, to enter, and distrain as well for the said Annuity and yearly Rent, and all Arrearages thereof, as also for all and every Pain and Pains aforesaid, so to be forfeited as aforesaid; and all and every such Distress and Distresses in and upon the said Premises, or any Part thereof, to be found, lawfully to take, lead, drive and carry away and detain and keep until the said Annuity or yearly Rent and Pain and Pains aforesaid, and all Arrearages thereof, together with the Costs and Damages in that Behalf to be sustained, shall be fully satisfied, contented and paid.

Pro-

Provided always, and it is declared and agreed, by and between the said Parties to these Presents, That it shall and may be lawful to and for the said A. B. and the said A. B. shall have full Power and Authority from and after the Death of, &c. by Deed under his Hand and Seal duly executed, or by his Last Will and Testament, to give, grant or devise one Annuity or yearly Rent of, &c. *per Ann.* unto the said, &c. to be issuing and going out of the said Messuage, Tenement and Premisses above mentioned, during so many Years of the said first recited Term of, &c. as the said, &c. shall happen to live.

Provided nevertheless, and upon Condition, that if the said A. B. shall at any time during his natural Life, pay or tender unto the said C. D. the Sum of Six Pence or more of, &c. with Intent and on purpose to revoke, frustrate and make void the said Annuity or Grant thereof, that then and from thenceforth this present Deed, and all and every the gift, grant and limitation of the Rent aforesaid, and the said annual or yearly Rent so by these Presents given and granted, or mentioned to be granted, shall cease and be void, any thing herein contained to the contrary, &c.

Provided always, and upon Condition that if the said A. B. do or shall at any time hereafter, by any Writing by him to be sealed and subscribed in the Presence of two or more credible Witnesses, signify and declare, That he is minded to make void

this present Deed, and every Grant, Clause and Thing herein contained, that then, and from thenceforth, immediately from and after such Signification and Declaration as aforesaid, this present Deed, and every Grant, Article, Clause and Thing herein contained, shall cease, determine and be utterly void to all Intents and Purposes whatsoever, any thing in these Presents contained to the contrary, &c.

Proviso on omitting to dig a thing agreed, Term, &c. to cease.

Provided always, and it is agreed by and between the said Parties to these Presents, that if at any time hereafter the said C. D. shall forbear or omit to dig for or land Coals as aforesaid, by the space of six Months, after the Levels once broke up in the Ground, at any one time together, that then and from thenceforth, the Liberty and Licence hereby given and granted, or the Term hereby granted, shall cease, determine and be void to all Intents and Purposes whatsoever, any thing herein contained, &c.

Proviso if a Surrender be not made of Lands claimable for Dower, Indenture to be void, &c.

Provided always, and upon this Condition, that if the said E. D. Wife of the said C. D. surviving the said C. D. her Husband, do not within two Months after the Decease of the said C. D. by her sufficient Deed or Deeds, release and surrender to the Heirs and Assigns of the said C. D. for ever, all her Estate, Right, Title, Interest, Claim and Demand of, in and to all and singular the Lands, Tenements and Hereditaments, with the Appurtenances, which he the said C. D. during the Coverture between him and the said E. his Wife,

Wife, shall be seised of such Estate, where-
of the said E. may be lawfully endowed
(other than the Messuages, Tenements,
Lands, Hereditaments and Premisses above
in these Presents mentioned to be assured
unto her for her Jointure) Then this Inden-
ture, and every thing herein contained,
shall cease, determine and be void, &c.

Provided always, and upon Condition *Provide that if*
nevertheless, that if the said A. B. his Heirs *a new Lease*
and Assigns, shall not before the said, &c. *is not made of*
next ensuing the Date hereof, make a good *Lands Sur-*
and sufficient Lease in the Law, of all and *rendred, the*
singular the Premisses above mentioned, *Surrender to be*
unto the said C. D. his Heirs and Assigns *void.*
for the Term of the Lives of him the said
C. D. and, &c. as is before expressed, ac-
cording to the true Intent and Meaning of
these Presents, then this Surrender to be
utterly void and of none effect, any thing
herein contained to the contrary thereof
in any wise notwithstanding.

Provided always, and the said Parties to *Provide if dis-*
these Presents for themselves, their Heirs *turbed in Pos-*
and Assigns, do covenant, grant and agree *session of Lands*
each with the other by these Presents, That *exchanged, the*
if it shall happen that either of the said *Exchange to be*
Closes or Parcels of Land, or any part *void, and each*
thereof, to be at any time hereafter law- *to enter on their*
fully evicted or taken away out of the Pos- *own Lands.*
session of either of the said Parties, their
Heirs and Assigns, contrary to the true
meaning of these Presents, by any former
Right or Title, or by the Heirs or Assigns
of either of the said Parties, so as the Ex-
change hereby made cannot continue,
that

that then and from thenceforth the said Gifts, Grants and Confirmations in Exchange of either of the said Parties touching the Premises given and granted in Exchange as aforesaid, shall be void and of none effect; and that then and from thenceforth, it shall and may be lawful to and for either of the said Parties, their Heirs or Assigns, after such Ejection, Eviction, or taking away of the Possession as aforesaid, to enter into his or their Lands so by him or them given or granted in Exchange as aforesaid, and the same to have again, possess and enjoy, as in their former Estate, any thing, &c.

Paying Money to have Lands again, and Indenture to be void. Provided always, and upon this Condition, that if the said *A. B.* do and shall at any time during his Life, pay or tender to the said *C. D.* his Heirs or Assigns, the Sum of, &c. for the Lands and Premises above mentioned to be granted, and declare his Mind to have the same again, and to make void this Deed, and the Estate hereby made, that then this present Indenture, and all the Grants and Covenants therein contained, shall be void and of none effect; and that then and from thenceforth it shall and may be lawful to and for the said *A. B.* to enter into and upon the said Lands and Tenements, and the same to have again, &c.

Proviso in a Mortgage of Goods. Provided always, and it is hereby agreed between the Parties to these Presents, that if I the said *A. B.* my Executors, Administrators or Assigns, or any of us, do and shall well and truly pay, or cause to be paid

paid unto the said C. D. his Executors, Administrators or Assigns, the Sum of, &c. on, &c. next, for the Redemption of the said hereby bargained Premises, then these Presents, and every Clause, Article and thing herein contained, shall cease, determine, and be utterly void, any thing herein before contained to the contrary thereof in any wise notwithstanding.

Provided always, and upon Condition *Another for Payment of Money at several times.* that if the said A. B. his Heirs, Executors or Administrators do well and truly pay or cause to be paid unto the said C. D. his Executors, Administrators or Assigns, at or in the now Dwelling-House of him the said C. D. situate in, &c. the Sum of, &c. in manner following, (*viz.*) the Sum of, &c. part thereof on, &c. next coming, and the full Sum of, &c. the residue thereof on, &c. which will be in the year of our Lord; &c. without any Deduction or Abatement for Taxes, or any other Impositions whatsoever, that then this present Indenture, and every thing herein contained, shall cease, determine and be void.

Provided always, and it is agreed by and between the said Parties, that in case the said Ship shall be lost, miscarry, or be cast away before her next arrival in the said River of *Thames*, from the said intended Voyage, that then the said Payment of the said Sum of, &c. and Interest, &c. shall cease and determine, and the Loss thereof be wholly born and sustained by the said C. D. his Executors and Administrators, *Provide in a Mortgage of a Ship, if cast away, Payment of Money to cease, &c.*

strators, and that then and from thenceforth these Presents, and every thing herein contained on the part and behalf of the said *A. B.* shall cease and be void, any thing herein contained, &c.

Proviso on Payment of Money, on Annuity mortgaged to cease, and Mortgagee to deliver up Writings, &c.

Provided always, and it is agreed between the said Parties to these Presents, that if the said *A. B.* his Heirs, Executors, Administrators or Assigns, or any of them, do and shall well and truly pay or cause to be paid unto the said *C. D.* his Executors, Administrators or Assigns, in and upon, &c. the Sum of, &c. that then and from thenceforth the said Annuity or yearly Rent of, &c. shall cease, determine and be void, and that then the said *C. D.* his Heirs and Assigns shall deliver up, or cause to be delivered up to the said *A. B.* his Heirs and Assigns so paying the said Sum of, &c. this present Deed, and all other Deeds and Assurances concerning the same Annuity to be cancelled, any thing herein contained, &c.

Proviso in a common Mortgage of Lands for a Term of Years.

Provided always, and upon Condition that if the said *A. B.* his Heirs or Assigns do and shall well and truly pay, or cause to be paid unto the said *C. D.* his Executors, Administrators or Assigns, the full Sum of 10 l. of, &c. in and upon, &c. next coming, and also the further full Sum of 410 l. of, &c. in and upon, &c. which will be in the year of our Lord, &c. without any Deduction or Abatement for Taxes, Assessments or any other Impositions whatsoever, either ordinary or extraordinary, that then and from thenceforth

forth these Presents, and every thing herein contained, shall cease, determine and be void, any thing herein contained to the contrary notwithstanding.

Provided always, and upon Condition that if the said *A. B.* his Heirs, Executors and Administrators do and shall well and truly pay or cause to be paid unto the said *C. D.* his Executors, Administrators or Assigns, the full Sum of, &c. in and upon, &c. next coming, without any Deduction or Abatement for Taxes, Assessments or any other Impositions whatsoever, either ordinary or extraordinary, according to the Condition of one Bond or Obligation, bearing equal Date herewith, wherein the said *A. B.* is and standeth bound to the said *C. D.* in the penal Sum of, &c. of like, &c. that then and from thenceforth these Presents, and every thing herein contained, shall cease, determine and be void, any thing herein contained to the contrary, &c.

Proviso in a Mortgage, Term to cease on Payment of Money according to a Bond.

Provided always, and upon Condition, that if the said *A. B.* his Heirs or Assigns, do and shall well and truly pay, or cause to be paid unto the said *C. D.* his Executors, Administrators or Assigns, the full Sum of, &c. in and upon, &c. which will be in the Year of our Lord, &c. the further full Sum of, &c. of like, &c. upon, &c. which will be in the year of our Lord, &c. the further full Sum of, &c. on, &c. all the said Payments to be made without any Deduction or Defalcation for Taxes, Assessments, or any other Impositions whatsoever,

On Payment of several Sums, Term to cease and be void.

soever, either ordinary or extraordinary, that then and from thenceforth these Presents and every thing herein contained, shall cease, determine and be void, any thing, &c.

*On Payment of
a Sum of Money
at several
times, Term to
expire, and a
Fine agreed to
be levied, to
be void.*

Provided always, and it is hereby covenanted, granted, concluded and agreed, by and between the said Parties to these Presents, that if the said *A. B.* his Heirs, Executors or Administrators, do and shall well and truly pay or cause to be paid unto the said *C. D.* his Executors, Administrators or Assigns, at or in, &c. the full Sum of, &c. in manner following, (that is to say) &c. part thereof in and upon, &c. next coming and, &c. other part thereof in and upon, &c. and, &c. the residue thereof upon, &c. which will be in the year of our Lord, &c. without any Delay, and without any Defalcation, Deduction or Abatement, for or in respect of any Taxes, Assessments, Payments or Impositions whatsoever, either ordinary or extraordinary, that then and from thenceforth this present Indenture, and every thing herein contained, and also the said Term and Estate made or intended to be made by the said Fine herein before covenanted to be levied as aforesaid, shall cease and be void, any thing herein contained, &c.

*Proviso on Payment of Money, or it is agreed by and between the said Parties to these Presents, and particularly by and between the said *A. B.* and *E. F.* that if the said *E. F.* his Heirs, Executors or Administrators, do well and truly*

Provided always, and upon Condition; or it is agreed by and between the said Parties to these Presents, and particularly by and between the said *A. B.* and *E. F.* that if the said *E. F.* his Heirs, Executors or Administrators, do well and truly

truly pay, or cause to be paid unto the said A. B. his Executors, Administrators or Assigns, the full Sum of, &c. in Manner and Form following, (that is to say) &c. part thereof at or upon, &c. next ensuing the Date of these Presents, &c. more thereof at or upon, &c. then next following and, &c. the Remainder, and in full Payment thereof at or upon, &c. which will be in the year of our Lord, &c. without any manner of Deduction, Defalcation or Abatement whatsoever, for or upon the account of any Taxes, Payments, Charges or Impositions, as well ordinary as extraordinary; whatsoever, that then and from thenceforth these Presents, and every Clause, Matter and Thing therein contained, shall cease, determine and be void, and then and from thenceforth it shall and may be lawful to and for the said E. F. his Heirs and Assigns, (or such Person to whom the same shall descend according to the Custom of the said Manor of, &c. if a Copyhold) to have, hold, possess and enjoy all and singular the Premises above mentioned, with the Appurtenances, as in his and their former Right and Estate, this Indenture or any thing therein contained to the contrary, &c.

Provided always, and upon Condition, *Provide in Assignment of a Mortgage, that on Payment of Money Mortgagee shall reassign and redeliver* that if the said A. B. his Heirs or Assigns, do and shall well and truly pay or cause to be paid unto the said E. F. his Executors, Administrators or Assigns, the full and just Sum of, &c. in and upon, &c. next coming, and the further Sum of, &c. *D. ed., &c.*

&c. of like, &c. in and upon, &c. which
 will be in the year of our Lord, &c.
 without any Deduction, Defalcation or
 Abatement for Taxes, Assessments or any
 other Impositions whatsoever, either ordi-
 nary or extraordinary, imposed or to be
 imposed by any Act or Acts of Parliament
 or otherwise howsoever, that then and at
 any time thence-after he the said E. F.
 his Executors or Administrators, shall and
 will at the Request, Costs and Charges of
 the said A. B. surrender, assign, or other-
 wise transfer all and singular the said
 Manor and Premises, with the Appurte-
 nances unto the said A. B. his Heirs or
 Assigns, or to whom he or they shall ap-
 point, in such manner as by Counsel Lear-
 ned in the Law shall be reasonably advised,
 so as the Person or Persons who is or are
 to make such Surrender or Assignment, be
 not compellable by force of these Presents
 to travel or go for the doing thereof,
 from the Place or Places of his or their
 respective Habitation or Abode, at the
 time of such Request, nor to enter into
 any further or more general Covenants
 than against him and themselves respective-
 ly, and his and their respective Acts. And
 then also he the said E. F. his Executors,
 Administrators or Assigns, shall and will
 redeliver unto the said A. B. his Heirs or
 Assigns, all and every the Deeds, Eviden-
 ces and Writings in the Schedule hereto
 annexed, mentioned and contained, safe,
 whole and uncanceled, any thing herein
 contained to the contrary thereof in any
 wise notwithstanding.

*Deeds in a
 Schedule.*

*Pro-

Provided always nevertheless, and it is hereby declared and agreed to be the true intent and meaning of these Presents, and of all the Parties thereunto, that if the said *Another Pro-
viso of the like
Nature, more
short.* A. B. and C. B. or either of them, their or either of their Heirs, Executors and Administrators, do and shall well and truly pay or cause to be paid unto the said E. F. his Executors, Administrators or Assigns, upon or before, &c. next ensuing the Date hereof, the full Sum of, &c. without making any Deduction or Abatement thereout, or of any part thereof, for or upon Account of Taxes or otherwise howsoever, that then and at any time thence-after the said E. F. his Executors and Administrators, shall and will at the Request, Costs and Charges of the said A. B. and C. B. their Heirs and Assigns, surrender, assign or otherwise transfer the said mortgaged Premises, and all his Estate and Interest therein to the said A. B. and C. B. their Heirs or Assigns, or to whom they shall appoint; and in such case also the said E. F. shall deliver up to the said A. B. and C. D. their Heirs or Assigns, the said recited Deed of Mortgage to the said, &c. his Executors or Administrators; and the Assignment of the said Mortgage to the said, &c. and also the, &c. any thing herein contained to the contrary notwithstanding.

Proviso in a Mortgage to several Persons that on Payment of such a Sum to one for the Use of another, and applied according to Marriage-Articles, and such a Sum to another Person, with Interest, the Mortgagees to re-assign and surrender, &c.

Provided always, and it is covenanted, granted, concluded and agreed upon, by and between the said Parties to these Presents, that in case the said *A. B.* his Heirs or Assigns, do and shall well and truly pay or cause to be paid unto the said *C. D.* and *E. F.* their Executors or Administrators, the full Sum of, &c. in and upon, &c. to and for the sole Use and Benefit of the said *G. H.* and *E. F.* and to be applied according to the Articles made on their Intermarriage; and also if the said *A. B.* his Heirs or Assigns, do also well and truly pay or cause to be paid unto the said *L. M.* his Executors and Administrators the full Sum of, &c. with lawful Interest therefore, in and upon the said Day, &c. to and for the sole Use and Benefit of him the said *L. M.* his Executors. Administrators and Assigns; all which said Payments are to be made without any Deduction or Defalcation for Taxes, Assessments or any other Impositions whatsoever, either ordinary or extraordinary, that then and at any time thence-after, they the said *C. D.* *E. F.* and *L. M.* their Executors, Administrators and Assigns, shall and will at the Request, Costs and Charges of the said *A. B.* his Heirs or Assigns, surrender, assign or otherwise transfer all and singular the said Premises above mentioned, with the Appurtenances, unto the said *A. B.* his Heirs and Assigns, or to whom he or they shall direct or appoint, so as the Person or Persons who is or are to make such Surrender,

render, Assignment and other Assurance, be not compelled or compellable by force of these Presents, to travel or go for the doing thereof, from the Place or Places of his or their respective Habitation or Place of Abode at the time of such Request to be made, nor to enter into any further or more general Covenants than against him and themselves respectively, and his and their respective Acts, any thing herein contained, &c.

Provided always, and it is agreed by and between the said Parties to these Presents, that if the said *A. B.* his Heirs or Assigns do and shall well and truly pay or cause to be paid unto the said *C. D.* his Executors, Administrators or Assigns, the full Sum of, &c. in and upon, &c. next coming; and also the further full Sum of, &c. in and upon, &c. which will be in the Year of our Lord, &c. without any Deduction or Defalcation for Taxes, Assessments or any other Impositions whatsoever, either ordinary or extraordinary, that then and at any time thence-after, he the said *C. D.* his Heirs, Executors and Administrators, shall and will, at the Request, Costs and Charges of the said *A. B.* his Heirs or Assigns, reconvey or otherwise transfer all and singular the said Premises above mentioned, with the Appurtenances, unto the said *A. B.* his Heirs and Assigns, or to whom he or they shall appoint, so as the Person or Persons who is or are to make such Reconveyance or other Assurance by force of these Presents, be not compelled

Provided in a Mortgage in Fee, on Payment of Money, Mortgagee to reconvey the Premises.

or compellable for the doing thereof, to travel or go from the Place or Places of his or their respective Habitation or Abode, at the time of such request to be made, nor to enter into any further or more general Covenants than against him and themselves respectively, and his and their respective Acts, any thing, &c.

Proviso in a Mortgage in Fee, to reconvey the Fee, and assign a Term to attend it, on Payment of Money, &c.

Provided always, and it is agreed by and between the said Parties to these Presents, That if the said *A. B.* his Heirs or Assigns, do and shall well and truly pay or cause to be paid unto the said *C. D.* his Executors, Administrators or Assigns, the full Sum of, &c. in and upon, &c. next coming, and also the further full Sum of, &c. in and upon, &c. which will be in the year of our Lord, &c. without any Deduction, Defalcation for Taxes, Assessments or any other Impositions whatsoever, either ordinary or extraordinary, that then, and at any time thence-after, he the said *C. D.* his Executors, Administrators and Assigns, shall and will at the Request, Costs and Charges of the said *A. B.* his Heirs or Assigns, reconvey or otherwise transfer and assure all and singular the said Messuage, Lands, Hereditaments and Premises above-mentioned, with the Appurtenances, unto the said *A. B.* his Heirs and Assigns, or to whom he or they shall appoint, by such Ways and Means as by the said *A. B.* his Heirs or Assigns, or his or their Counsel, shall be devised, advised and required; and also shall and will at the like Request, Costs and Charges of the

the said *A. B.* his Heirs or Assigns, assign or otherwise transfer or cause to be assigned and transferred the Remainder of a certain Term of 500 Years granted of the said Premises by Indenture, bearing Date, &c. made between, &c. assigned to, &c. in Trust for the said *C. D.* and to attend the Conveyance above recited, unto such Person or Persons as the said *A. B.* his Heirs or Assigns shall direct and nominate, in Trust for the said *A. B.* and his Heirs, and to attend the Inheritance, so as the Person or Persons who is or are to make such Reconveyance or other Assurance and Assignment, be not compelled, &c. *ut supra.*

Provided always, and upon this Condition, that if the said *A. B.* his Heirs, Executors or Administrators shall well and truly pay or cause to be paid unto the said *C. D.* his Executors, Administrators or Assigns the full Sum of, &c. on, &c. without any Deduction, Defalcation or Abatement, for or in respect of any Parliamentary or other Taxes, or any Charges or Impositions whatsoever, that then and from thenceforth the Use herein before limited to the said *C. D.* and his Heirs, shall cease, determine and be void; and the said Premises, and the Estate hereby granted to the said *C. D.* and his Heirs, and also the said Fine herein before covenanted to be levied, and the Execution thereof shall be and enure, and shall be construed, adjudged and deemed to be and enure to the Use and Behoof of the said *A. B.* for and during the Term of his natural Life, with-

Proviso on Payment of Mortgage Money, Indenture to be void, and a Fine covenanted to be levied, to enure to the Mortgagee, his Wife and Issue, &c. by way of Settlement.

out Impeachment of Waste; and from and after his Decease, to the Use and Behoof of the said E. for and during the Term of her natural Life, in Lieu and Satisfaction of her Dower; and from and after her Decease to the Use of the Heirs of the Body of the said A. B. on the Body of the said E. begotten or to be begotten; and for Default of such Issue, to the Use and Behoof of the right Heirs of the said A. B. for ever, and to and for none other Use, Intent or Purpose whatsoever, any thing herein contained, &c.

Provided Payment of an yearly Rent, Indenture to be void, and Person to whom made to surrender, &c.

Provided always, and it is hereby covenanted, concluded and agreed, by and between the said Parties to these Presents, for them, their Executors, Administrators and Assigns, that if the said A. B. his Heirs, Executors, Administrators or Assigns, do and shall well and truly pay or cause to be paid unto the said C. D. his Executors, Administrators or Assigns, the said yearly Rent of, &c. on the Days herein before appointed for Payment thereof, or within 21 Days next after every of the said Days respectively in every year, during the said Term of, &c. without any Deduction, Defalcation or Abatement of any thing for or in respect of any manner of Taxes, Loans, Assessments or Payments whatsoever, either ordinary or extraordinary, or for or in respect of any matter or thing whatsoever, that then from and immediately after such Payment of the said yearly Rent in manner aforesaid, the said recited Indenture and Grant of all the said Premises therein and

herein

herein mentioned, made unto the said C. D. shall cease, determine and become and be from thenceforth void and of none effect; and then also the said C. D. shall at the Request, Costs and Charges of the said A. B. his Heirs, Executors, Administrators and Assigns, surrender unto the said A. B. his Heirs and Assigns, the residue of the said Term of, &c. then to come and unexpired, and deliver to be cancelled unto the said A. B. his Heirs and Assigns, the said recited Indenture, and that part of these Presents sealed by the said A. B.

Provided always, and upon this Condition nevertheless, that if the said A. B. C. D. and E. F. or any of them, their or any of their Heirs, Executors, Administrators or Assigns, shall on or before, &c. next coming, well and truly pay or cause to be paid unto the said G. H. his Executors, Administrators or Assigns, the said Sum of, &c. that then this present Indenture, and all the Term and Estate hereby granted and assigned, shall cease, determine and be void to all Intents and Purposes: But if the said Sum of, &c. shall not be paid before the said, &c. next coming, that then and from thenceforth it shall and may be lawful to and for the said G. H. his Executors, Administrators and Assigns, absolutely to sell and convey all and singular the said Manors, Messuages, Lands and Premises, and all and every the Term and Estate of and in the same hereby granted and assigned to him, to any Person or Persons whatsoever, for the purpose aforesaid.

Proviso on Payment of Mortgage Money, Term to cease, but if Money not paid at the time agreed, Mortgagees to sell the Premises to satisfy his Debt, &c.

*Provido that if
a Life dies in
a Leasehold
Estate, Mort-
gages may on
Defaults of the
Mortgagor, ser-
render and
take a new
Lease, or add
a Life or Lives,
&c.*

Provided always, and it is hereby agreed and declared by and between the said Parties to these Presents, that in case any of the Lives (on which the said Term determined) shall happen to die, and the said A. B. his Executors or Administrators shall neglect, or upon request to him or them made by the said C. D. his Executors, Administrators or Assigns, refuse to renew the said Lease, and to add one or more Life or Lives in the room of such Person or Persons so dying, that then and in such Case it shall and may be lawful to and for the said C. D. his Executors, Administrators or Assigns, at any time or times after such neglect and refusal made as aforesaid, to surrender and deliver up the said recited Indenture of Lease into the Hand or Hands of the Lord or Lords of the Fee or Fees of the Premises hereby granted and assigned, and to accept and take a new Lease or Leases of the Premises hereby granted in his own Name, for the Term of 99 Years, or any greater Term or Number of Years, determinable on the Death or Deaths of such Person or Persons as he shall Name; or to add one or more Life or Lives to the present Lease, in the room of such Person or Persons so dying, and to pay the Consideration-Money for such renewal or addition as aforesaid; which new Lease or Leases so to be made, shall not be redeemed or redeemable by the said A. B. his Executors, Administrators or Assigns, until he or they shall have fully paid and satisfy'd the said C. D. his Executors, Admi-

Administrators or Assigns, as well the said, &c. hereby secured with the Interest thereof; as also all such Sum and Sums of Money as shall be paid by the said C. D. her Executors, Administrators or Assigns, for the Fine or Consideration for such renewal or additional Life or Lives as aforesaid, and all Costs and Charges thereabout, with lawful Interest for the same, any thing herein contained, &c.

And further, that in case it shall happen that one or more of the Lives on which the Estate hereby granted is determinable, shall happen to die before the principal Money hereby secured, and the Interest thereof shall be fully paid and satisfy'd, and the said A. B. his Heirs or Assigns shall neglect; or upon request to him or them made, refuse to renew his or their Estate and Interest in the said Premises, and add one or more Life or Lives in the room of the Person or Persons so dying, and subject such new Estate to the Payment of the Money hereby secured, or shall make any Failure in Payment of the Principal Money hereby secured, or the Interest thereof, or shall permit the said yearly Rent of, &c. or any part thereof to be behind and unpaid, and thereby suffer the Lord or Lords of the Fee of the said Premises to enter thereupon, or bring or prosecute any Action or Suit for the same, that then and in any of the said Cases it shall and may be lawful to and for the said C. D. his Heirs or Assigns, to pay off and discharge all such Arrears of Rent as shall be then unpaid;

Proviso for the Mortgagee to renew a Freehold-Lease on the Death of either of the Lives, if the Mortgagor refuses to do it, &c.

unpaid; and also to contract or agree with the Lord or Lords of the said Premises for the time being, for renewal of such Estate and addition of one or more Life or Lives in the room of such Person and Persons so dying, and take a new Lease or Grant of the said Premises, in the Name of him the said C. D. his Heirs, Executors or Administrators; and for such Life or Lives as he or they shall think fit, in the room of the Person or Persons so dying, which Estate so to be renewed and taken, shall not be redeemed or redeemable by the said A. B. his Heirs or Assigns, until he or they shall have fully paid and satisfied unto the said C. D. his Executors, Administrators or Assigns, as well the Money by him paid for Arrears of Rent, and for Renewal with the Interest thereof and Charges thereabout, as also the said Sum of, &c. now Lent, with all Interest due or to grow due therefore.

*On payment of
Money, a Sta-
pate to be void
and delivered
up, &c.*

And it is hereby granted, concluded, provided and agreed upon, by and between the said A. B. and C. D. and E. F. and the said C. D. and E. F. are contented and willing, and each of them for himself severally and apart, and not jointly, and for his several and respective Executors and Administrators, doth Covenant, Promise and Grant to and with the said A. B. his Heirs, Executors, Administrators and Assigns by these Presents, that if the said A. B. his Heirs, Executors, Administrators or Assigns, do and shall well and truly pay or cause to be paid unto the said C. D. and

E. F.

E. F. their Executors, Administrators and Assigns, the full Sum of, &c. in and upon, &c. according to the Purport and true Meaning of the Condition contained in the said last recited Indenture, that then and from thenceforth the said Recognizance or Writing-Obligatory shall cease and be void; and then, and at any time thence-after, they the said C. D. and E. F. their Executors, Administrators and Assigns, shall and will upon Request to them in that behalf made by the said A. B. his Heirs, Executors and Administrators, deliver up the said recited Statute to be cancelled and made void, and shall and will do any thing at the Charges of the said A. B. his Heirs, Executors and Administrators for vacating the Inrollment of the said Statute, as shall be required.

Provided always, and upon Condition nevertheless, that if the said A. B. his Heirs, Executors, Administrators and Assigns, or any of them, shall well and truly acquit, discharge, save harmless and indemnify the said C. D. his Heirs, Executors and Administrators, and every of them, against the said E. F. his Executors, Administrators and Assigns, of, from and in respect of the above recited Obligation so entered into as aforesaid, and of and from all and all manner of Sums of Money, Debts, Penalties and Forfeitures contained in the same, or that shall or may in any wise be or arise against the said C. D. his Heirs, Executors or Administrators, or against his or their Lands,

Provide on indemnifying a Man from an Obligation entered into, a Term granted to cease and determine, &c.

Lands, Tenements, Goods or Chattels, or any or either of them, for or by reason of the said Security or Bond so entered into by him as aforesaid, that then this present Indenture, and the Estate and Term hereby granted, and every thing herein contained, shall cease, determine and be void to all Intents and Purposes, any thing herein contained to the contrary thereof in any wise notwithstanding.

*Provide, that
on paying An-
nuities a Lease
to be void, &c.*

Provided always, and upon Condition nevertheless, that if the said A. B. his Executors or Administrators, or any of them, do and shall yearly and every Year, for and during the natural Lives of them the said, &c. and the Life of the longest liver of them, well and truly pay or cause to be paid unto the said, &c. his Executors, Administrators or Assigns, the Annuity or yearly Sum of, &c. at the Four most usual Feasts or Terms in Year, (that is to say) &c. or within 21 Days next after every of the said Feasts, by even and equal Portions, the first Payment thereof to begin and be made at, &c. next ensuing the Date hereof, without any Deduction or Abatement out of the same, for or by reason of any Taxes, Charges, Assessments or Impositions whatsoever, either ordinary or extraordinary, that then this present Indenture, and every thing herein contained, shall cease, determine and be void, any thing herein contained, &c.

Pro-

Provided always, and it is agreed by and between the said Parties to these Presents, and the true intent and meaning hereof also is, and it is hereby so declared, that in case the said *A. B.* do and shall within the space of one Year next coming, release, acquit and discharge, as well the said *C. D.* his Heirs and Assigns, as the said Messuages, Lands and Premises by him purchased as aforesaid, of and from the said Annuity of, &c. *per Ann.* and all Arrearages due and to grow due for the same. And also if the said *E. F.* his Executors and Administrators do and shall within the time aforesaid, by such good Conveyances in the Law, as the Counsel of the said *C. D.* shall reasonably advise, assign the Remainder of the said Term of 500 Years, of and in the said several Messuages and Lands by him the said *C. D.* purchased as aforesaid, to such Persons, and in such manner and form as he the said *C. D.* shall for that purpose direct and appoint. And also if the said *C. D.* his Heirs and Assigns shall and may in the mean time, and until such Release and Assignment shall be made as aforesaid, peaceably and quietly hold and enjoy all and singular the said Messuages, Lands and Premises by him purchased as aforesaid, with their and every of their Appurtenances, clear and freed from the Payment of the said Annuity of, &c. *per Ann.* and the Arrears thereof, and all Actions, Suits and Distresses for Non-payment thereof, and likewise acquitted and freed from the Payment

Proviso on acquitting a Person from Payment of Annuities, on assigning over a Mortgage-Term, &c. and peaceable Enjoyment of Lands purchased, on Indenture and Term made as a Security to be void.

The Confeſſant's Wife, &c.

Payment of the ſaid, &c. and the Intereſt thereof, and all Entries, Actions and Suits to be brought for Recovery thereof. And alſo if the ſaid A. B. and his Heirs, do and ſhall at all times hereafter, until ſuch Releafe and Assignment ſhall be made as aforeſaid, well and ſufficiently ſave harmleſs and keep indemnified the ſaid C. D. his Heirs and Assigns, and his and their Tenants, of and from all Entries, Actions, Suits, Coſts, Expences and Damages whatſoever, that may be brought againſt or happen to him or them, or any of them, for or by reaſon of the ſaid Annuity of, &c. per Ann. or for or by reaſon of the Non-payment of the ſaid, &c. or any Intereſt thereof, or any thing relating thereunto; that then and from thenceforth theſe Preſents, and every thing herein contained, ſhall ceaſe, determine and be utterly void, any thing herein contained, &c.

*Proviſo on indemnifying
Lands ſetled
from Legacies,
and paying
Portions, &c.
a Term of
1000 Years
to ceaſe, and
Indenture to
be void, &c.*

Provided always and upon Condition nevertheless, That if the ſaid A. B. his Heirs, Executors or Adminiſtrators, do and ſhall well and truly pay, or cauſe to be paid unto the ſaid E. F. &c. the ſeveral Legacies and Portions of, &c. a-piece and yearly Maintenance a-piece above mentioned to be to them given and bequeathed in and by the ſaid recited laſt Will and Teſtament of the ſaid, &c. deceaſ'd, when and as the ſame ſhall become due and payable, according to the true Intent and Meaning of the ſame Will; and alſo do and ſhall from time to time, and at all times hereafter, well and ſufficiently protect, indemnify

nify and save harmless, not only all and singular the said Messuages, Lands, Tenements, Hereditaments and Premises above mentioned to be granted, conveyed and assigned in and by the said several recited Indentures, and every Part and Parcel thereof, with the Appurtenances, but also all and every the Person and Persons, who by the Purport and true Meaning of the same Indentures, or any or either of them, ought to hold and enjoy the same Premises, or any Part thereof, and his and their Trustees and Tenants thereof, of, from and against the said Legacies, Portions and Maintenances, and every of them, and of, from and against all Actions and Suits both at Law and in Equity, which shall or may be brought, commenced or prosecuted for, touching and concerning the said Legacies, Portions and Maintenances, or any of them, or any Part thereof, that then and from thenceforth these Presents, and every thing herein contained, shall cease, determine and be void to all Intents and Purposes whatsoever, any thing herein contained, &c.

Provided always and it is hereby covenanted, granted, concluded and agreed upon by and between the said Parties to these Presents, their Heirs and Assigns, That the said Annuity or yearly Rent-Charge hereby granted, from and after the Decease of them the said A. B. and E. his Wife, yearly for ever thence after, shall be paid by the said C. D. E. F. &c. their Heirs and Assigns, to such and so many poor People as

Proviso to dispose of Annuities to charitable Uses, and also in the Decease of Trustees, to assign to others.

as shall from time to time be inhabiting in, &c. aforesaid, and which shall want Relief and Maintenance, and shall be chargeable to the said Parish, &c. in and upon the Feasts of, &c. or within twelve Days next after either of the said Feasts in such manner as the said C. D. E. F. &c. or the greater Number of them shall think fit. Provided also and it is further covenanted, granted, concluded and agreed by and between the said Parties to these Presents, their Heirs and Assigns, that the two Survivors of them the said C. D. E. F. &c. shall and will within three Months next after the Deceases of the two first of them, the said C. D. E. F. &c. grant and assign over the said Annuity or yearly Rent-Charge, with Power of Distresses therefore as aforesaid, to four others of the chief and ablest Persons of the Parish of, &c. their Heirs and Assigns; and after the Deceases of any two of them, then the two said surviving Persons shall and will grant and assign over the said Annuity or yearly Rent-Charge, with Distresses therefore as aforesaid, to four others of the chiefest and ablest Persons that shall be inhabiting in, &c. aforesaid; and so from time to time for ever hereafter, the like Grants and Assignments shall be made of the said Annuity or yearly Rent-Charge, and Distresses therefore as aforesaid, to the end that the said Annuity or yearly Rent-Charge may be the better disposed of for the Purposes aforesaid.

Pro-

Provided always and the said Grant and Conveyance hereby made is upon this further Trust, That when and as often as the said Trustees shall by their Mortality be reduced to the Number of three, or any lesser Number, it is agreed by and between the said Parties to these Presents, and hereby so declared, that in such Case the surviving Trustees by and with the Consent of the Lord of the Manor of, &c. aforesaid, and the Minister and Church-wardens of the said Parish for the time being, shall and ought by good Assurances in the Law, to convey the said Premises above mentioned, with the Appurtenances, unto ten more of the most sufficient and substantial Inhabitants of the said Parish, and their Heirs, upon the same Trusts, and for the like Ends, Intents and Purposes as is herein before declared, and so from time to time for ever hereafter, *toties quoties*, and as often as the said Trustees shall be reduced to the Number of three, or any less Number, whereby the said Trusts thereof may have a perpetual Duration and Continuance, and may not come to and vest in the Heirs of any surviving Trustees; any thing herein contained, &c.

Provided always and it is hereby agreed and declared, That it shall and may be lawful to and for the said C. D. and E. F. to receive and deduct out of the Rents and Profits of the said Premises all their reasonable Costs, Charges, Expences and Damages, that they or any or either of them shall expend, lay out, sustain, or be put unto,

Another Provision in Conveyance of Lands on Trust for charitable Uses, on the Death of such a Number of Trustees, the rest to convey to other new Trustees for ever.

Provide for Trustees to deduct reasonable Charges in their Trust, &c.

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unto, by reason of the Trust hereby in them reposed. And it is further agreed and declared, That each of them the said C. D. and E. F. shall be accountable for such Rents and Profits only as shall actually come to his own Hands severally, and not for the Receipts or Payments of each other.

Provide for the Husband to call in the Wife's Fortune in the Hands of Trustees, and invest the same in Trade, or lay it out in the Purchase of Lands, &c.

Provided always and it is hereby further agreed and declared by and between the said Parties to these Presents, That in case the said A. B. shall at any time, during his natural Life, be minded and desirous to call in the said 500 £. or any Part thereof, and to invest the same in his Trade, or to lay out the same in a Purchase of any Lands, Tenements or Hereditaments, and shall procure the Consent of the said E. his intended Wife, and of the said, &c. during their joint Lives, or of the Survivor of them after the Death of either of them for so doing, to be declared in Writing under both their Hands and Seals during their joint Lives, or under the Hand and Seal of the Survivor of them, after the Death of one of them, that then and in such Case it shall and may be lawful to and for the said C. D. E. F. and G. H. and the Survivor of them, and the Executors and Administrators of such Survivor to call in the said 500 £. and to pay the same to the said A. B. who may either invest the same in the Trade which he the said A. B. now doth or shall use, or lay out the same in the Purchase of any Lands, Tenements or Hereditaments, to be settled on the said E. and the Issue of her

her Body by the said A. B. to be begotten, as by the Purport of such Writing, so to be sealed and executed as aforesaid, shall be declared, agreed and directed concerning the same.

Provided always and it is hereby agreed *Proviso to sell* by and between the said Parties to these *Annuities* Presents, That in case the said A. B. shall *settled on a* at any time, during his natural Life, be *Wife, on the* minded and intended to sell and dispose of *Husband's* the said Annuities of, &c. *settling Lands* per Ann. and, &c. *of the same* per Ann. and shall settle and assure or give *Value, and to* Security to the good liking of the said E. *the same Use.* his Wife, and likewise of the said C. D. E. F. &c. or the Survivors or Survivor of them, or the greater Number of such Survivors, to settle and assure any Messuages, Lands, Tenements, Rents, Annuities, or other Hereditaments of the clear Value of, &c. above all Reprizes, and free from Incumbrances, upon the same Trusts, and for the same Ends, Intents and Purposes, as the said Annuities are settled, that then and in such Case, it shall and may be lawful to and for the said C. D. E. F. &c. and the Survivors and Survivor of them, to sell and dispose of the said two several Annuities of, &c. per Ann. and, &c. per Ann. as he the said A. B. shall think fit, any thing herein contained, &c.

Provided always and it is agreed be- *Proviso in a* tween the said Parties to these Presents, *Release of* That nothing herein contained shall extend *Dower, that* or be construed, expounded or taken to ex- *it shall not be* tend to release, impeach, or in any man- *extend to Re-* ner discharge or prejudice one Annuity of *lease an An-* *nuity and* Right to a House, &c. given by Will.

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20 l. per Ann. given to the said E. B. for her Life in and by the last Will and Testament of the said A. B. her late Husband, deceas'd, and charg'd on, and issuing and payable out of the said Premises, nor to release, impeach, or in any manner discharge or prejudice the Power thereby given and granted of distraining for the said Annuity, but the said E. B. shall and may have, receive, take, sue for and recover the same annually by all Ways and Means whatsoever, as fully and freely to all Intents and Purposes whatsoever, as if these Presents had not been made. And also that nothing herein contained shall extend or be construed, expounded or taken to extend to release, impeach, or in any manner discharge or prejudice such Right and Title, which she the said E. B. hath or may claim in and to all that Messuage or Tenement at, &c. and the Garden and Orchard thereto belonging, by Virtue of the last Will and Testament of the said A. B. but the said E. B. shall and may hold and enjoy the same Messuage, Garden and Orchard for and during the Term of her natural Life, according to the Purport and true Meaning of the said Will; any thing herein contained, &c.

That Provision made a Wife by Marriage Articles, is in full of Dower, Thirds, &c.

Provided also and it is the true Intent and Meaning of these Presents, and of all the Parties thereunto, That the said Provision hereby made by the said A. B. for the said E. his intended Wife, is in lieu and full Recompence and Satisfaction of her Dower and Thirds at the common Law, which

which she shall or may have or claim in or to any of the Lands, Tenements or Hereditaments, which he the said A. B. may hereafter purchase, or by any other Ways or Means, be at any time hereafter seized or possessed of.

Provided always and upon Condition, *Prøvisò, that* That if the said E. shall at any time after *if a Woman* the Decease of the said A. B. claim or demand any Dower, Right or Title of Dow- *claims Dower in the Husband's Lands, Settlement to* er, of, in, unto or out of any Messuage, Lands, Tenements or Hereditaments, where- *cease and be void.* of or wherein the said A. B. hath been, now is, or hereafter shall be seized of any Estate of Inheritance, that then and from thenceforth these Presents and every thing herein contained shall cease, determine, and be utterly void and of none effect, any thing herein contained to the contrary thereof in any wise notwithstanding.

Provided also and it is further covenanted, concluded, declared and agreed by *Another of the like Nature to determine the Wife's Jointure on her claiming of Dower.* and between all the said Parties to these Presents, That if the said E. shall at any time hereafter claim or challenge any Dower of, in, or to any the Manors, Lands, Tenements or Hereditaments whatsoever, whereof or wherein the said A. B. is or shall be seized, that then all and every the Trusts hereby declared for the Benefit of her the said E. of and in the said Premises above mentioned shall cease and be void; and that then also the Use herein before limited to the said E. for her Life, of and in the said Manor of, &c. and other the said Premises to her so limited shall

X 3

cease

cease and be void, any thing herein before contained to the contrary notwithstanding.

*Beaue giving
a Wife Power
to relinquish
a Settlement,
and to enjoy
what the Cu-
stom of the
City of Lon-
don allows.*

Provided always and it is hereby agreed and declared by and between the said Parties to these Presents, That if it shall happen that the said E. shall survive the said A. B. and shall be minded and desirous to relinquish the Settlement above recited, and likewise the Provision hereby made for her, and to take such Share of the said A. B's Estate as she can or may be intitled unto by the Custom of the City of London, and of such her Mind and Desire shall give Notice in Writing under her Hand and Seal to the Heirs, Executors or Administrators of the said A. B. within six Months after his Decease, and within the time aforesaid, shall actually surrender her said Estate for Life in the Premises aforesaid; and likewise the further Provision hereby made and intended for her Benefit, that then and in such Case, it shall and may be lawful for her the said E. to demand, receive, take and enjoy such Part and Share of the said A. B's Personal Estate, as a Freeman's Wife of the City of London can or may be intitled unto, or ought to have or enjoy by the Custom of the said City, any thing herein contained, &c.

*Proviso giving
a Wife Power
solely to dis-
pose of Lands
by Deed or
Will, notwith-
standing the
Coverture.*

Provided always and it is hereby declared and fully agreed by and between all the said Parties to these Presents, That it shall and may be lawful to and for the said E. B. and the said E. B. shall have full Power, Liberty and Authority at any time or times here-

hereafter during her Life, whether she shall be sole or married, and notwithstanding her Covetture by any Deed or Deeds, Writing or Writings by her signed and sealed in the Presence of three or more credible Witnesses, or by her last Will and Testament in Writing, or any Writing purporting her last Will and Testament, to grant, limit and appoint the said Messuage or Tenement; with the Appurtenances, called, &c. to any Person or Persons whatsoever, for any Term or Number of Years, as she shall think fit, or for Life or in Fee, as she may be willing and intended, any thing herein contained, &c.

Provided always and upon Condition, ^{Proviso, giving} and it is covenanted, granted, concluded and ^{to Person Power} agreed upon by and between the said Parties to these Presents, and the true Meaning ^{to revoke a} hereof also is, That if the said A. B. shall at ^{Settlement,} any time during his natural Life be minded, purposed or determined to revoke, alter, change and make void all and every the Use and Uses, Estate and Estates above limited, and the same his Mind and Purpose shall declare in and by any Writing or Writings by him to be signed and sealed in the Presence of two competent Witnesses or more, or by his last Will and Testament in Writing executed in the Presence of two competent Witnesses or more, to revoke, alter and make void all and every the Use and Uses, Estate and Estates, Intentions and Purposes in and by these Presents limited and expressed, that then and from thenceforth all and every the said Use and Uses, Estate and Estates above limited, ex-

pressed and declared, shall cease, determine and be utterly void and of no force; and that then and from thenceforth the said Messuages, Lands, Tenements, Hereditaments and Premises above mentioned, shall be and remain to the only proper Use and Behoof of the said A. B. his Heirs and Assigns for ever; these Presents, or any thing herein contained, to the contrary notwithstanding.

Proviso to revoke Uses in a Settlement, except Leases, &c. Prior to such Revocation, and that a Fine levied shall cure to new Uses, &c.

Provided always and it is further declared and agreed by and between all the said Parties to these Presents, That if the said A. B. at any time or times during his Life, by any Writing or Writings by him subscribed with his Name, and sealed with his Seal, executed in the Presence of three credible Witnesses, shall declare and specify, That he doth revoke, or that he is willing to revoke, make void or defeat all or any of the Use or Uses, Estate or Estates, before limited and appointed, of or for all the said Premises by these Presents limited, to the Use of the said A. B. during his natural Life, or of or for any Part or Parcel of the same, that then and from thenceforth, notwithstanding any such Lease or Estate to be made of any Part of the said Premises, or otherwise, all and every such of the Uses and Estates before limited concerning so much of the said Premises limited as aforesaid to the Use of the said A. B. whereof such Declaration or mention of Revocation, making void or defeating, shall be so made as aforesaid, shall cease and determine according to the true Intent and Meaning of such Writing or Writings which

which shall be in that Behalf so made as aforesaid, other than the Estates and Interests only of the several Persons above mentioned, which shall have any Lease, Demise or Limitation of Uses, made by the said A. B. in manner aforesaid, before the said Revocation or Declaration made for that Purpose. And that from thenceforth the said Fine and Recovery shall be and enure as for and concerning such Part and Parcels of the Premises by these Presents limited as aforesaid, to the Use of the said A. B. whereof such Revocation or Declaration shall be had or made to the Use of such Person or Persons respectively, and for such Estate, Time and Term, and with and under such Powers of Revocation and Limitation of new Uses, and other Powers, Conditions and Agreements, as shall be by such Writing or Writings so to be subscribed, sealed and executed, or by any other Writing or Writings sealed and subscribed as aforesaid by the said A. B. limited and appointed; and for Default of such other new Limitation of Use or Uses, to the Use of the said A. B. his Heirs and Assigns for ever.

Provided also and it is hereby further agreed by and between the said Parties to these Presents, and hereby so declared, That if the said A. B. and E. his Wife, shall be minded, purposed or determined to revoke and make void all and every or any the Use and Uses, Estate and Estates, Intents or Purposes above mentioned, or to charge the said Messuages, Lands, Tenements, Hereditaments and Premises so limited in Use

Provide to revoke Uses, limit new Uses, and charge Lands with Annuities, Payment of Sums of Money, &c.

Use to them as aforesaid, or any Part thereof, with any Sum or Sums of Money, Annuities, Rent-Charges, or otherwise, and the same their Minds and Purposes shall declare in and by any Writing or Writings by each of them to be signed and sealed in the Presence of two or more credible Witnesses, to revoke, alter and make void any Use or Uses, Intents and Purposes in and by these Presents limited; or to charge the said Premises, or any Part thereof, with any Sum or Sums of Money, Annuities, Rent-Charges, or otherwise, that then and from thenceforth all and every, or any such of the said Use and Uses, Estate and Estates, Intents and Purposes so declared to be made void, shall from thenceforth cease, determine and be utterly void, frustrate and of none effect; and that then and from thenceforth the said Messuages, Lands and Premises above mentioned, shall be and remain; and that then all and every Person and Persons seised, or which at any time thence after shall be seised of the said Premises above mentioned, shall thereof, and of every Part thereof, stand and be seized to the Use and Behoof of such Person and Persons, and to and for such Use and Uses, and to and for the Payment of such Sum and Sums of Money, Annuities, Rent-Charges, and other Things, as they the said A. B. and E. his Wife, by any such Writing or Writings, by each of them to be duly executed as aforesaid, shall limit, appoint, declare or charge the said Premises, or any Part thereof, withal.

Provided always and it is hereby declared and agreed by and between all the said Parties to these Presents, That the said Term and Estate of 1000 Years limited to the said C. D. E. F. &c. as aforesaid, is limited upon such Trusts, and to and for such Intents and Purposes as are herein-after mentioned, expressed and declared (that is to say) That in case there shall be Failure of Issue Male of the Body of the said A. B. on the Body of the said E. his Wife begotten; or in case there shall be Issue Male of the Body of the said A. B. on the Body of the said E. his Wife begotten, and such Issue Male shall die without Issue Male of his or their Body or Bodies begotten; and there shall be one or more Daughter or Daughters between them begotten; then upon Trust, and to the Intent and Purpose, that they the said C. D. E. F. &c. their Executors, Administrators or Assigns, shall and ought by Sale or Mortgage of their Estate or Term of 1000 Years of and in the said Manors, Advowson, Messuages, Lands, Tenements, Hereditaments and Premises so to them limited as aforesaid; or of or in a competent or sufficient Part thereof, and by and with the Rents and Profits thereof, in the mean time and until such Sale, raise, levy and pay such Sum and Sums of Money for the Portion or Portions and Maintenance of such Daughter or Daughters as are herein-after mentioned (that is to say) If there shall be but one such Daughter, and no more, then the Sum of 10000 l. of, &c. &c.

Proviso that a Term in a Marriage-Settlement is on Trust for raising Daughters' Portions, to be paid at their Age or Marriage, with Interest in the mean time.

The Portions,

for

for the Portion of such only Daughter, to be paid to her when and as soon as she shall attain her Age of 21 Years, or be married, which shall first happen, with Interest in the mean time, after the Rate of 4 *l. per Cent. per Ann.* and to commence at such time as the said Term shall commence for the Maintenance and Education of such only Daughter; and if there shall be two such Daughters, then the Sum of 12000 *l.* of, &c. to be paid unto and equally divided between them, Share and Share alike, as and when they shall respectively attain their several Ages of 21 Years, or be married, which shall first happen, with Interest in the mean time, after the Rate of 4 *l. per Cent. per Ann.* to each of such Daughters for their respective Portions, to take Commencement as aforesaid, for their Maintenance and Education, until they shall respectively attain their several Ages of 21 Years, or be married as aforesaid, and if there shall be three or more such Daughters, then the Sum of 14000 *l.* of, &c. to be paid to and equally divided amongst such Daughters, Share and Share alike, when and as each and every such Daughter shall attain to her respective Age of 21 Years, or be married, which shall first happen, with the like Interest of 4 *l. per Cent. per Ann.* to each and every such Daughter for the respective Portion of such Daughter for their Maintenance and Education, to be computed as aforesaid, until each and every such Daughters respectively attain their several Ages of 21 Years, &c. or be married as aforesaid, which first happen.

Pro-

Provided always, That in case any of the said Daughters shall happen to die before their said Portion shall become payable by Virtue of these Presents, then the Portion or Portions and Moneys hereby provided and agreed to be paid to her or them so dying, shall go and be paid unto and equally divided amongst the Survivors and Survivor of them, when the Original Portion or Portions of such surviving Daughter or Daughters shall become payable by Virtue of these Presents, so as the Portion or Portions of the Daughter or Daughters so dying, do not in the whole make up above the Sum of 10000 l. to any one surviving Daughter, nor more than the Sum of 12000 l. to any two surviving Daughters, nor more than 14000 l. to any three or more surviving Daughters. Provided also, That in case all the said Daughters shall happen to die before any of the said Portions shall become payable as aforesaid, then the said Moneys intended to be raised for Portions as aforesaid, or so much thereof as shall be then raised, shall go and be paid to such Person or Persons as shall for the time being be next in Reversion or Remainder of the said Premises expectant upon the Determination of the said Term of 1000 Years, and then also the said Moneys intended to be raised for Portions as aforesaid, or so much thereof as shall not be then raised, shall not be raised, and the Term hereby created shall cease for the Benefit of the same Person or Persons in Reversion or

If either of the Daughters die, Portion to go to the Survivor, not exceeding so much.

And if all the Daughters die, Moneys raised, to be paid to the next Person in Reversion, and the Term to cease, &c.

Re-

At Sale, &c. to be made of the Term, until one of the Portions payable.

Remainders as aforesaid. Provided also that no such Sale or Mortgage shall be made as aforesaid, until some one of the Portions shall become payable by these Presents.

Children otherwise provided for, Provision for them to cease.

Provided nevertheless, That if any such Child or Children shall be preferred in Marriage, or otherwise provided for, by him the said A. B. in his Life-time to the Value of his or their Portion according to the Intent and Meaning of these Presents, that then the Provision herein before mentioned to be made for such Child or Children respectively, shall cease, determine and be void to all Intents and Purposes.

Proviso on Portions being raised, or Daughters advanced to Marriage with Provision, or Land descend, or Portion to be made to the Daughters by the Husband, &c. term to cease.

Provided also, and it is hereby declared and agreed by and between all the said Parties to these Presents, That in case all the said Daughters shall happen to die before any or either of their said Portions shall become payable, or in case the Sum and Sums of Money herein before appointed to be raised for Portions and Maintenance as aforesaid, shall be by the said G. D. E. F. &c. their Executors, Administrators or Assigns, raised and levied by the Ways and Means in that Behalf before mentioned; or in case all or any of the said Daughters shall be by the said A. B. advanced in Marriage, with Portions to be by him paid; or in case Lands and Tenements of an Estate of Inheritance in Possession shall upon and after the Decease of the said A. B. descend and come to the said Daughters and their Heirs from the said

said A. B. or any of his Ancestors; or in case the said A. B. in his Life-time shall in Pursuance and by Virtue of any Power or Authority, in and by these Presents given to him, give, limit or appoint any Portion or Portions, Sum or Sums of Money to be paid to such Daughter or Daughters, then if the said C. D. E. F. &c. their Executors, Administrators or Assigns, shall by the Ways and Means aforesaid, raise, levy and pay such, and so much Moneys only as will make up the Portions so to be by the said A. B. given, limited or appointed, or the Estate so to be by him, or any of his Ancestors left to descend to the said Daughter or Daughters; or any of them as aforesaid, the full Value of the Portion or Portions hereby to her or them intended; that then and in any of the said cases so happening, and at all times from thenceforth the said Term and Estate of 1000 Years shall cease, determine and be utterly void to all Intents and Purposes, any thing herein contained to the contrary thereof in any wise notwithstanding.

Provided also and it is hereby declared and agreed by and between all the said Parties to these Presents, That in case the said A. B. shall have more Sons than one, or shall have but one Son, and one or more Daughter or Daughters begotten on the Body of the said A. that then and in such Case it shall and may be lawful to and for the said A. B. by his last Will and Testament in Writing, or by any other Writing

Writing under his Hand and Seal, in the Presence of two or more credible Witnesses, to grant, limit or charge all and singular the said Manors, Messuages, Lands, Tenements, Hereditaments and Premises above mentioned to be hereby conveyed, or any Part or Parcel thereof, for such Term or Number of Years as he shall think fit, for Raising and Payment of such Portion and Maintenance for such Daughter and Daughters, and younger Sons, as he shall think reasonable. so as such Portions do not exceed in the whole the Sum of 10000 l. or for Raising or Payment of any Annuity or Annuities for such younger Son or Sons for their several Life or Lives respectively, so as such Annuity or Annuities do not exceed in the whole the yearly Sum of 1000 l. per Ann. but so as such Charges, or any of them, shall not take effect till after the Decease of the said E. and not before; any thing herein contained, &c.

Proviso to charge Lands with Daughter's Portion, to be raised by creating a Term, and with Annuities for younger Sons to make up same limited by another Settlement, &c.

Provided also, and it is further agreed and declared by and between the said Parties to these Presents, that in case the said A. B. shall have more than one Son, or a Son or Sons, and one or more Daughter or Daughters by him begotten on the Body of the said E. his Wife; and in case the said A. shall not have raised the full Portions and Annuities which he is impowered to raise in and by one Indenture, bearing equal Date with these Presents, and made between, &c. that then it shall and may be

be lawful to, and for the said *A. B.* by any Deed or Deeds, Writing or Writings, or by his Last Will and Testament in Writing, to be duly executed or published in the Presence of two or more credible Witnesses, to charge the said Premises, or any part thereof, by creating or limiting a Term of 100 Years or otherwise, on the said Premises above mentioned, or any part thereof, and to be defensible on Payment of such Sum or Sums of Money as with the Money he is impowered to raise in and by the said Indenture above mentioned, will make up the Sum of 10000*l.* for the Portion or Portions of such younger Son or Sons, Daughter or Daughters by such Proportions, and in such sort, manner and form as the said *A. B.* shall by such Deed or Deeds, Writing or Writings, or by his Last Will and Testament in Writing to be executed or published as aforesaid, direct, limit and appoint. And further, that in such case, it shall and may be lawful for the said *A. B.* at any time during his Life, by such Writing or Will as aforesaid, to charge the said Premises or any part thereof, with any Annuity or Annuities, to and for such younger Son or Sons, for and during the natural Life or Lives of such younger Son or Sons as will make up the Annuities which he is impowered to create and limit, in the whole the Sum of 10000 *l. per Ann.* as the said *A. B.* shall by such Deed or Deeds, Writing or Writings, or by his Last Will and Testament in Writing to be duly executed as aforesaid, direct, limit or appoint,

point, so as the said Charge, Term of 100 Years, or the said Annuity or Annuities do not commence or take effect, till after the deceases of the said T. B. and A. his Wife, any thing herein contained, &c.

A Term of 500 Years declared in Trust to raise Daughters' Portions; if one Daughter, such a Sum, and if by two or more, such a Sum, payable at their Age or Marriage, and such yearly Sums in the mean time for their Maintenance, &c. out of the Rents and Profits, &c. And as for and concerning the said Term and Estate of 500 Years herein-before limited to the said C. D. E. F. &c. their Executors, Administrators and Assigns as aforesaid, it is hereby declared and agreed, by and between all the said Parties to these Presents, that the same is so limited to them as aforesaid, upon such Trusts, and to and for such Intents and Purposes, and under and subject to such Provisoos and Agreements as are herein-after mentioned, expressed and declared, (that is to say) That in case there shall be a failure of Issue Male of the Body of the said A. B. on the Body of the said E. D. begotten, and there shall be one or more Daughter or Daughters between them begotten, then upon Trust, and to the Intent that they the said C. D. E. F. &c. their Executors, Administrators or Assigns, shall and ought by Sale or Mortgage of their said Estate and Term of 500 Years, of and in the said Messuages, Lands, Tenements, Hereditaments and Premises so to them limited as aforesaid, or of and in a competent and sufficient part thereof, and by and with the Rents and Profits thereof in the mean time, and until such Sale, raise and levy such Sum and Sums of Money for the Portion and Maintenance of such Daughter and Daughters as are herein-after mentioned,

tioned, (that is to say) If there shall be but one such Daughter, then the Sum of 2000 *l.* of, &c. for the Portion of such only Daughter, to be paid unto her when she shall attain her Age of 21 Years, or be married, which shall first happen; and in the mean time, and until such only Daughter shall attain the Age of 12 Years, the yearly Sum of 40 *l.* for her Maintenance, and from and immediately after such her Age of 12 Years, the yearly Sum of 50 *l.* for her Maintenance, until she shall attain her Age of 21 Years or be married; and if there shall be two such Daughters, then the Sum of 2500 *l.* to be paid unto, and be equally divided amongst them, share and share alike, as and when they shall respectively attain their Age of 21 Years or be married, which shall first happen; and in the mean time, and until each such Daughter shall attain her Age of 12 Years, the yearly Sum of 20 *l.* a piece for the Maintenance of each such Daughter, and immediately after each such Daughter's Age of 12 Years, the yearly Sum of 30 *l.* a piece for the Maintenance of each such Daughter, until she respectively shall attain her Age of 21 Years, or be married; and if three or more such Daughters, then the Sum of 3000 *l.* of, &c. to be paid unto and be equally divided amongst them, share and share alike, as and when they shall respectively attain their Age of 21 Years or be married, which shall first happen. And in the mean time, and until every such Daughter shall respectively attain her re-
Portions and Maintenance particularised.

pective: Age of 12 Years, the yearly Sum of 15*l.* a piece, for the Maintenance of every such Daughter; and immediately after every such Daughter's Age of 12 Years, the yearly Sum of 20*l.* a piece for the Maintenance of every such Daughter, until they shall respectively attain their Age of 21 Years or be married.

The residue of the Rents and Profits of the Lands, (after the Sums for Maintenances paid, and until one of the Portions become payable) to go to the next in Reversion, &c.

Provided also, and it is hereby further agreed and declared that the residue of the Rents, Issues and Profits to arise and be made of and from the said Premises, over and above what will satisfy such yearly Sum or Sums of Money herein-before mentioned to be raised and paid for the Maintenance and Education of such Daughter or Daughters as aforesaid, and over and above the Costs and Charges in raising the same, shall and may, until one of the said Portions shall become payable by virtue of these Presents, from and after the Death of the said E. without any manner of Prejudice to her Jointure, to be received and taken, by and to and for the Use and Benefit of such Person or Persons to whom the next and immediate Estate for the time being, expectant upon the Determination of the said Term of 1000 Years, shall by virtue of this Indenture belong.

Proviso on the Husband's paying Daughters Portions, a Term to Trustees to cease;

and if either of the Daughters marries without Consent, her Portion to go to the other Daughters marrying with Consent; and if no Daughters live to be of Age, &c. Term to cease, &c.

said

said C. D. E. F. &c. their Executors, Administrators and Assigns, as aforesaid, is upon this Condition, that if the said A. B. shall happen to die without Issue Male by him begotten on the Body of the said E. or shall have Issue Male, and such Issue Male shall happen to die before he shall attain his Age of 21 Years without Issue Male; and that in either of the said Cases there shall happen to be one or more Daughter or Daughters of their Bodies begotten, that then and in such case, if the said A. B. his Heirs or Assigns, do and shall well and truly pay or cause to be paid to such Daughter or Daughters respectively, at her and their respective Ages of 21 Years or Days of Marriage, the several Portions following, (that is say) IF it shall happen that there shall be but one such Daughter, then the Sum of 2000 l. only for the Portion of such Daughter, to be paid to her at her Age of 21 Years, or Day of Marriage, which shall first happen, with Interest for the same after the Rate of 4 l. per Cent. per Ann. But if it shall happen that there shall be two or more such Daughters, then the Sum of 3000 l. for the Portion of such two or more Daughters, to be equally divided amongst them, Share and Share alike; and to be paid to them respectively at their respective Ages of 21 Years or Days of Marriage, which first happen, with Interest therefore after the Rate of 4 l. per Cent. per Ann. in the mean time as aforesaid. And if any such Daughter or Daughters shall happen to die unmarried

married before her or their Portion or Portions shall become payable as aforesaid, then the Portion or Portions of her or them so dying, shall go and be paid to the Survivors or Survivor of them equally to be divided amongst them, Share and Share alike (to be paid at the same time as the Original Portions or Portion should or ought to become payable as aforesaid in case they had been living) so as no one such Daughter shall have for her Portion by survivorship or otherwise, by virtue of the said Term of 500 Years, above the Sum of 2000*l*. And in case there shall be no such Daughter, who shall live to be married or attain the Age of 21 Years, that then and in either of the said Cases so happening, the said Term shall cease, determine and be void, any thing herein contained to the contrary notwithstanding.

*Daughters not
to marry with-
out Consent,
&c.*

Provided always, and upon this further Condition, that in case the said *A. B.* shall happen to die without such Issue Male as aforesaid, and shall happen to leave one or more such Daughter or Daughters as aforesaid, and such Daughter or Daughters, or either of them, shall happen to marry in the Life-time of the said *A. B.* and *E.* his intended Wife, or either of them, or in the Life-time of the said Trustees, or any or either of them, without the Consent of such of them the said *A. B.* and *E.* and of the said Trustees, or the greater Number of them then living, signified and declared under their Hands, or the Hands of the greater Number of them, that then the Portion or Por-

Portions hereby intended for such Daughter and Daughters so marrying respectively, shall go and be paid to such other Daughter or Daughters who shall marry with such Consent as aforesaid. And further, that in case there shall be no such Daughter as aforesaid, which shall live to be married, or attain the Age of 21 Years; or in case all such Daughters shall happen to marry without such Consent as aforesaid, that then and in either of the said Cases so happening, the said Term of 500 Years shall also cease and be void.

And as for and concerning the said Term of 500 Years herein before limited to the said C. D. E. F. &c. their Executors and Assigns, charged and chargeable with the said yearly Sum of, &c. as aforesaid, it is declared and agreed, by and between all the said Parties to these Presents, that the same is so limited upon the Trusts, and to the Intents and Purposes, and under the Provisoes and Conditions following, (that is to say) That if the said A. B. and the said E. shall both die without Issue Male begotten of their two Bodies, living at the time of the Death of the Survivor of them; or if such Issue or Issues Male then living, shall all happen to die without Issue Male of any of their Bodies begotten, and before their or any of their respective Ages of 21 Years, and there shall be one or more surviving Daughter or Daughters of the Body of the said A. B. upon the Body of the said E. begotten, then the said C. D. E. F. &c. and the Survivor of them, and

A Term chargeable with Annuities declared on Trust to raise Daughters Portions, and to be paid the Husband's Executors, &c.

the Executors and Administrators of such Survivor, shall raise and levy by Sale of the said Premises, and by any other lawful Ways and Means as to them shall seem meet, the Sum of 2000 l. to be paid to such Daughter or Daughters, and if there shall be more than one, to be equally divided amongst them, Share and Share alike, at her and their respective Ages of 21 Years or Days of Marriage, which shall first happen; and upon this further Trust that the said Trustees shall from time to time out of the Premises, or the Money raised thereby, provide, pay and allow to such Daughter and Daughters, not being already preferred, for or towards her or their Maintenance, so much Money yearly as the usual Interest of her or their Portion or Portions shall amount unto, at the time of such Payment or Payments respectively, until the said respective Portion or Portions shall by the true meaning thereof become payable. And in case there be more such Daughters than one, and any of them shall happen to die before her or their Marriage, and before she or they shall have attained to their respective Ages of 21 Years, then to the Intent and Purpose that the said Trustees shall pay or cause to be paid to the surviving Daughter or Daughters, to be equally divided between them (if more than one) out of the Profits of the said Premises, or out of the Money raised thereby, such Part or Parts of the 2000 l. together with such increase or addition of Maintenance as would have

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belonged to such Daughter or Daughters so dying in case she or they had lived to her or their Age or Ages of 21 Years, or had been married. Provided nevertheless, and it is hereby declared that if after the said Sum of 2000 l. herein before limited for Daughters Portions, shall be raised, and such Maintenance provided for them as aforesaid, there shall remain any Overplus of Money in the Hands of the said Trustees, or the Survivor of them, or of the Executors or Administrators of such Survivor, more than will satisfy the said 2000 l. limited for Portions, and the reasonable Charges and Expences of the said Trustees, their Executors and Administrators, in raising the same; they the said Trustees, and the Survivor of them, and the Executors and Administrators of such Survivor, shall pay all such Overplus of Money to the Executors and Administrators of the said A. B.

Trustees to pay the Overplus to the Husband's Executors.

Provided always, that if any of the said Daughters shall be married in the Life-time of their Father, and shall have any Portion or Portions given with her or them by their said Father, that then such Daughter or Daughters so married, shall have so much only out of the said 2000 l. to be raised as aforesaid, as the Portion or Portions given with her or them in Marriage by their said Father, was short of the Portion or Sum of Money which should have belonged to her or them out of the said 2000 l. if she or they had not been married, and no more, the same to be paid

It directed in the Will that the said Money should be paid to the said Daughters if they were married in the Life-time of their Father, and have Portions.

Require if any of the Daughters be married in the Life-time of their Father, and have Portions, only so much Money as will make up the Portions intended by the Settlement, and satisfy the Charges of the Trust, &c.

to her or them so married within six Months after the Death of their said Father and Mother, and the Default or Failure of such Issue Male of their two Bodies as aforesaid; and in such case the said Trustees shall raise out of the Premises so much only as near as may be, as together with the said Marriage-Portion or Portions so to be given with her or them by the said A. B. the Father, in his Life-time, will make up the aforesaid Sum of 2000 l. and satisfy the reasonable Charges of the said Trustees, and provide such Maintenance as aforesaid, for the Daughter or Daughters unpreferred.

Provide if Daughters are preferred in Marriage by the Father in his Life-time, with Portions equal to what is limited by the Settlement; or if the Person ment in Root-son give Security to pay the Daughters Portion, &c. Term to waste; &c.

Provided always, and it is by these Presents, and the Parties hereunto further declared and agreed, that the said Term of 500 Years herein-before limited to the said C. D. and E. F. as aforesaid, is and was so limited as aforesaid, upon Condition that if the said A. B. shall not have any such Daughter or Daughters as aforesaid, living at the time of his Decease, or which be afterwards born alive; and if all and every the said Daughter and Daughters shall depart this Life before their respective Ages of 21 Years, or Days of Marriage; or if all and every the said Daughter or Daughters shall be preferred by their said Father, in his Life-time, with a Portion or Portions equal to, or exceeding the Share or Shares of the said 1000 l. which by the true meaning hereof, would have been payable to her or them if she had been unmarried; or if the said A. B. his Executors and

and Assigns, or such other Person or Persons to whom the next and immediate Remainder or Reversion of the said Premises expectant upon the said Term of 500 Years, doth or shall belong or appertain, do or shall sufficiently, and to the good liking and approbation of the said Trustees, or the Survivors of them, or the Executors or Administrators of such Survivors, testified under their respective Hands and Seals, secure the said respective Portion and Portions and Maintenance to be paid and provided as aforesaid, together with such reasonable Charges and Expences, as the Trustees or any of them shall have disbursed or laid out, in relation to the Trust before such Security given; or shall pay or satisfy the said Sum or Sums of Money, Portion or Portions at the time or times of Payment thereof, and according to the Limitation thereof as aforesaid, together with the reasonable Disbursements of the said Trustees, and every of them, that then and from thenceforth, and in all or every of the said Cases, the said Term of 500 Years shall cease, determine and be utterly void, any thing herein contained to the contrary thereof, &c.

Provided always, &c. That if any Person or Persons to whom the next and immediate Estate for the time being, expectant upon the Determination of the said Term of 1000 Years, of and in the said Premises, shall by virtue of this Settlement

Proviso that, the Person having next immediate Estate in Reversion, paying the Daughters Portions, &c. and

Charges of the Trustees, the Term to attend the Fee, &c.

belong,

belong, shall pay unto the said Daughter or Daughters the said Portion or Portions, and yearly Sum or Sums for Maintenance, as aforesaid, or so much thereof as shall not be raised as aforesaid; or if at the time of such Failure of Issue Male of the said *A. B.* on the Body of the said *E. D.* as aforesaid, there shall happen to be no Daughter of their Bodies between them begotten, nor any such Daughter to be afterwards born alive, or there being such, all of them shall happen to die unmarried, and before their respective Ages of 18 Years; or if any Son of the said *A. B.* on the Body of the said *E. D.* to be begotten, shall live to attain the Age of 21 Years, then and in any or either of the said Cases respectively happening, (the Trustees Charges of the Execution of the Trusts relating to the said Term of, &c. being fully satisfied and discharged) the said Term of 1000 Years, of and in the said Premises, or of and in so much thereof as shall remain unsold and undisposed of, for the purposes aforesaid, shall from thenceforth attend and wait upon the Freehold and Inheritance of the same Premises, any thing, &c.

Proviso giving a Husband Power to make a Settlement upon a second Wife, &c.

Provided always and it is hereby further covenanted, declared and agreed, by and between the said Parties to these Presents, That in case the said *A. B.* shall survive the said *E.* that then it shall and may be lawful to and for the said *A. B.* after the Death of the said *T. B.* and *A.* his Wife, by any Writing or Writings to be by him duly sealed

sealed and executed in the Presence of two or more credible Witnesses, to limit or appoint for the Life of such Woman as shall be his Wife at the time of his Death, such Parts of the said Manors and Premises as are not herein before limited for the Life of the said E. as he shall think fit, so as such Parts so limited shall not exceed the yearly Value of 100 l. for each and every 1000 l. she shall be (*bona fide*) worth in Money or Lands to the said A. B. and so as such Parts and Parcels so to be limited exceed not in the whole the yearly Value of 1000 l.

Provided, always and it is covenanted and agreed by and between the said Parties to these Presents, and the true Intent and Meaning of the said A. B. also is, and it is hereby declared, That it shall and may be lawful from time to time, and at all times during the said Term, to and for the said C. B. and T. B. the Brothers; and the said L. B. and N. B. and the Sons of their Bodies, and the Heirs Males of the Bodies of such Sons, at such time as the said Manors and Premises in the said County of, &c. shall fall, come, or be to any of them, by Virtue of the Trust herein mentioned, in Occupation or Possession, and at such time as the same Manors and Premises shall be free from and not charged with a Jointure of any Wife of any of the said Persons, to limit and appoint to his Wife, or such Woman as he shall marry, such Quantity and Proportion of the said Manors and Premises in the said County of, &c. for her Join-

2. M. J. 2074
M. J. 2075
M. J. 2076
M. J. 2077
M. J. 2078
M. J. 2079
M. J. 2080

*Provide to make
ble Heirs Male,
&c. when in
Possession, to
make Joints-
tures, &c.
and Trustees to
stand possessed
of a Term for
that Purpose.*

ture, for the Term of her Life, as is before mentioned for the Wife of the said A. B. And that the said C. D. E. F. &c. and their Assigns shall, during the said Term, stand and be possessed of the said Manors and Premises, in Trust for the Support and Upholding of the said Jointures, any thing, &c.

Proviso in a Settlement for Trustees to limit a Jointure for a Wife, not exceeding such a Value.

Provided also, and it is declared and agreed by and between the said Parties to these Presents, and the true Intett and Meaning hereof also is, and it is hereby so declared, That it shall and may be lawful to and for the said C. D. E. F. G. H. &c. and the Survivors and Survivor of them, and his and their Heirs, after such time as the Freehold of the Premises shall accrue to them, or any of them in Possession, by Virtue of the Limitation aforesaid, at any time during the Life of the said A. B. by any Writing by them to be sealed and delivered in the Presence of three Witnesses, to grant, assign, limit or appoint to any Wife or Wives, Woman or Women, that he shall happen so marry, such a Jointure out of the said Manors, Lands, Tenements, Hereditaments and Premises to them limited during the Life of the said A. B. as aforesaid, or out of any Part or Parcel thereof, as to him the said A. B. shall seem meet, not exceeding the yearly Value of 1000 l. for and during the Life or Lives of such Wife or Wives, Woman or Women.

Pro-

Provided also, and my Mind and Will is, *Proviso in a Will for Persons to limit Jointures, not exceeding such a Value when they come to the Possession of the Lands, &c.*
 That it shall and may be lawful to and for the said G. B. and T. B. respectively, as and when they shall respectively come unto and be in Possession of the said Manors, Messuages, Lands, Tenements and Hereditaments first above mentioned, or any of them, or any Part thereof, by Virtue of the Limitations in this my Will, by any Deed or Deeds, Writing or Writings under their respective Hands and Seals, to limit or appoint to or to the Use of any Woman or Women, who now is or are, or hereafter shall be their respective Wife or Wives, for the Life or Lives of such Woman or Women, for her or their respective Jointure or Jointures, such Part or Parts of the same Manors, Messuages, Lands, Tenements and Hereditaments, as they shall think fit, not exceeding in the whole the yearly Value of 500 l. for the Jointure of any one such Woman, any thing herein contained to the contrary notwithstanding.

Provided also, and it is hereby declared *Proviso to Lease Lands settled for 21 Years at a Rack-Rent.*
 and agreed, by and between all the said Parties to these Presents, That it shall and may be lawful to and for the said A. B. at any time during his Life, and after his Decease, for the said E. during her Life, by Indenture under his and her Hand and Seal respectively, to demise or lease to any Person or Person whatsoever, all and singular the said Messuages, Lands, Tenements, Hereditaments and Premises settled as aforesaid, and every Part and Parcel there-

thereof, for any Term or Number of Years not exceeding the Term of 21 Years in Possession, and not in Reversion, Remainder or Expectancy, so as no such Lease or Leases be made Dispunishable of Waste, and so as upon every such Lease so to be made, there be reserved the best and most improved Rent that may be reasonably had or obtained for the Lands so demised, without any Money, or other thing, by way of Fine or Consideration for such Lease or Leases, payable to such Person and Persons, to whom the Freehold and Inheritance of the said Premises so leased shall from time to time appertain and belong, pursuant to the Uses herein before limited and declared, with Clauses of Distress and Re-entry for Non-payment of the Rents so reserved, and so as Counterparts of all and every such Leases be from time to time duly made and executed by the several Lessees respectively, any thing herein before contained to the contrary thereof in any wise notwithstanding.

Proviso for several Persons to demise Lands for 21 Years, &c. as they shall be in Possession, &c.

Provided also, and it is hereby further agreed and declared, That it shall and may be lawful to and for the said T. B. during his Life, and E. B. after his Death during her Life; and also for the said A. B. during his Life, and for the said E. after his Death and during her Life, as they shall respectively become Owners, and be in Possession of the Premises by the respective Limitations in these Presents herein before mentioned, by Indenture under their respective Hands and Seals, to demise and lease to any Person or Persons whom-

whomsoever, all and every, or any the said
Manors and Premises above mentioned, to
them severally limited in Use as aforesaid,
for any Term or Number of Years not ex-
ceeding the Term of 21 Years, in Possessi-
on, and not in Reversion, Remainder or
Expectancy, so as no such Lease or Leases be
made dishonourable of Waste, and so as upon
every such Lease there be reserved the
greatest and most improv'd yearly Rent
that can or may be had and obtain'd for the
same, without taking any Money or other
Thing by way of Fine or Consideration
for such Lease or Leases, and so as the Per-
son or Persons to whom such Lease shall be
granted, do deal and execute Councel-
lors of the same Lease or Leases.

Provided also, and it is hereby further *Provided so*
agreed by and between the said Parties to *grant Lands*
these Presents, That it shall and may be *by Copy of*
lawful to and for the said A. B. at any time, *Court-Roll,*
or times, and from time to time during his *and to lease*
natural Life, to grant or make any Lease *Lands for*
Leases, Copy or Copies of Court-Roll, De- *Lives, and also*
mises or Grants of any of the Messuages, *to lease other*
Lands and Tenements, Parcel of the said *Lands for*
Manors and Premises which now are de- *Leases.*
mised or granted by Lease or Copy for one, *two or three*
two or three Life or Lives, or for any
Term or Number of Years determinable on
the Death of one, two or three Life, or
Lives in Possession or Reversion, so as on
such Leases and Grants respectively there
be no more than 3 Lives in being at any one
time, and so as there be in such Leases and
Copies reserved the present Rents, (Horsings,
Z Duties)

The Condemner's Office, &c.

Duties and Services or more. Provided also, and it is hereby further agreed by and between the said Parties to these Presents, That it shall and may be lawful to and for the said A. B. at any time or times during his natural Life, to demise or grant to any Person or Persons whatsoever, all and every, or any the said Manors and Premises above mentioned, which are not now in Lease for Lives, or granted by Copy of Court-Roll as aforesaid, for any Term or Number of Years not exceeding the Term of 21 Years in Possession only, and not in Reversion, so as no such Demise or Grant be made dispensable of Waste; and so as upon every Demise or Grant so to made there be reserved, the best and most improved yearly Rent that can or may be reasonably had or obtained for the same, without taking any Money or other Thing by way of Fine or Consideration for such Lease or Leases, any thing herein contained, &c.

*Special Proviso
so giving a
Wife Power to
make Leases
for three Lives,
&c. and to
receive the
Fines for the
Purchase, &c.*

Provided also, and it is hereby declared and agreed by and between all the said Parties to these Presents, That it shall and may be lawful to and for the said E. B. by and with the Consent of the said T. L. (her intended Husband) from time to time, and at all times during the Joint Lives of them the said T. L. and E. B. by any Writing or Writings indented under both their Hands and Seals; and not otherwise, attested by two or more credible Witnesses, to make any Lease or Leases, Demises or Grants of all such Part and Parts of the said Manors, Messuages, Farms, Lands, Tene-

Tenements, Tithes, Hereditaments and Premises as now are or have been anciently leased for one or more Life or Lives to any Person or Persons for one or two, three, four or five Lives in Possession, Reversion, Remainder, or by way of future Interest, yet so as there shall never be above five Lives at any one time in being in any one Lease; and so as upon such Lease or Leases, Demises or Grants there be reserved, payable yearly during the Continuance thereof, the ancient accustomed yearly Rent or Rents, Heriots and other Things usually paid for the same Premises, so to be leased or granted; and so as such Leases be not made dispunishable of Waste, and so as in every such Lease there be contained a Condition of Re-entry on Non-payment of the Rents, Heriots and other Things thereby reserved; and so as the Lessee and Lessees, to whom such Lease and Leases shall be so made, do seal and deliver a Counterpart of such Lease and Leases; and so as the Fine or Fines, Sum or Sums of Money agreed to be paid by the Lessee for such Lease and Leases be paid into the said E. B's own Hands, or to such Persons as she shall appoint by any Writing under her Hand, executed in the Presence of two or more credible Witnesses, any thing in these Presents contained to the contrary notwithstanding.

*Provided for
Husband and
Wife to make
Leases for 21
Years, &c.
during their
Joint Lives,
&c.*

The Conveyancer's Guide, &c.

Provided also, and it is hereby declared and agreed by and between all the said Parties to these Presents, That it shall and may be lawful to and for the said *A. B.* and *E. A.* after the Solemnization of the said Marriage, during their Joint Lives, by any Writing or Writings under both their Hands and Seals, testified by two or more credible Witnesses, and not otherwise, to make any Lease or Leases, Demises, Grants of all or any Part or Parts of the said Messuages, Lands, Tenements and Premises, as are not now or have not anciently been Leased for Lives or Years, determinable upon Lives to any Person or Persons whatsoever for the Term of 21 Years; or for any Term or Number of Years not exceeding 21 Years, so as such Leases, Demises or Grants for Years which shall be made by the said *A. B.* and *E. A.* be made to commence and take effect in Possession within one Year after the Date thereof, and so as upon all and every such Lease or Leases, Demises or Grants for Years to be made by the said *A. B.* and *E. A.* there be reserved, payable yearly during the Continuance thereof, the best and most improved yearly Rents, which at the time of making thereof can or may be gotten for the same, without taking any Fine, Sum or Sums of Money, or other Thing, for and in lieu of a Fine or Income for the same; and so that in every such Lease there be contained a Condition of Re-entry for Non-payment of the Rent and Rents thereby to be reserved; and so as the

Lessee

Lessee and Lessees, to whom such Lease and Leases shall be made, do seal and deliver Counterparts of such Lease and Leases, any thing herein contained, &c.

Provided always, and it is hereby declared and agreed by and between the said Parties to these Presents, That it shall and may be lawful to and for the said A. B. and E. his Wife, during their Joint Lives, and for the Survivor of them, by any Writing or Writings under both their Hands and Seals, attested by two or more credible Witnesses, to make any Lease or Leases, Demises or Grants of the said Manor and Premises above limited in Use to them as aforesaid, with the Appurtenances, or any Part thereof, to any Person or Persons, either for any Term or Number of Years absolute, not exceeding 1000 Years, without Impeachment of Waste, under the Rent of a Pepper-Corn, or any other Rent, or for one, two, or three Life or Lives, or any Term or Number of Years determinable on one, two or three Life or Lives, in Possession or Reversion, and under such Rent or Rents, as they shall think fit; and that the said Fine so agreed to be levied as aforesaid, as to the Manor and Premises limited to the said A. B. and E. his Wife, shall be and enure for the corroborating and making good such Lease and Leases respectively, any thing herein contained, &c.

Proviso to lease Lands for Lives and Terms of Years as large, as for 1000 Years, &c. and that a Fine shall enure, &c.

*Proviso to
Leas. Lands
subj. to
Charges, An-
nuities and
Terms on
Trust, &c.*

Provided always, and it is covenanted, agreed and declared by and between all the Parties to these Presents, That it shall and may be lawful to and for the said *A. B.* at any time or times hereafter during his natural Life, and after his Decease, to and for such other Person or Persons as shall be seized in Tail of the Premises hereby granted, or of any Part thereof respectively, by Virtue of these Presents, by his and their several and respective Deed or Deeds indented, sealed and subscribed by him or them in the Presence of two or more credible Witnesses, to demise, grant and to farm, let to any Person or Persons in Possession, Reversion or Remainder, all and singular the said Premises aforesaid, which have been usually and customarily let to Farm; and also to and for the said *T. B.* during the Joint Lives of him and his Wife, and to and for the said *A. B.* after either of their Deceases and to and for such Person and Persons as by Virtue hereof shall be seized in Tail of the Lands and Tenements herein after mentioned, by their several and respective Deed or Deeds indented, sealed and subscribed as aforesaid, to demise, grant and to farm let, to any Person or Persons in Possession, Reversion or Remainder, all and singular the Messuages or Tenements before mentioned, with the Lands and Premises thereunto belonging, situate, &c. which have been usually and customarily let to Farm, so as such Lease or Leases be not made without Impeachment of Waste, and so as there shall be reserved upon all and every such Demises, Leases or Grants unto such

such Person or Persons respectively, as shall from time to time be insisted to the Reversion or Remainder of the Premises so to be letten, the respective ancient and accustomed yearly Rent for the same, or more, during the Continuance of such Lease or Leases; and so as all the Leases and Grants to be made of any particular Farm, or Part of the Premises in Possession, Reversion or Remainder, at once in being, do not exceed the Number of three Lives, or Years determinable upon three Lives, and so as all and every Part of the Premises respectively so to be Leased, shall remain, continue, and be subject and liable to such Distress and Distresses to be had and taken for the said yearly Sum of, &c. and also to the said Term of 500 Years, and the respective Trusts thereon declared, as the same would have been liable to, if no such Lease or Leases thereof had been made. And it is hereby declared and agreed by and between all the said Parties to these Presents, for them and their Heirs respectively, That after such Demises, Leases or Grants made according to the said Power, the said C. D. and E. F. and their Heirs, shall stand and be respectively seized of such and so much of the said Premises, so to be demised, leased, granted, limited or appointed, charged with the said yearly Sum of, &c. and the Term of, &c. in such manner as aforesaid, to the Use of such Person and Persons for and during such time and times as shall be so leased or granted, and upon such Proviso's, Conditions

*And Trustees
to stand seized
for the Use of
the Persons to
whom such
Leases made,
&c.*

and Covenantes shall be in such Indenture or Indentures of Lease respectively contained; and after the Determination of the said Leases, and of every of them respectively, then to such Uses, Intents and Purposes, as before in these Presents are limited and declared; and as by the true Intent and Meaning hertof, they should have been, if no such Lease or Leases had been thereof made, any thing, &c.

Proviso in a Settlement of Lands held by Freehold Lease on the Death of either of the Lives, to surrender and fill up the Estate, on giving Security to Trustees to settle the Premises as before, &c.

Provided always, and it is hereby agreed and declared by and between all the Parties to these Presents, That if both or either of them the said C. B. and T. B. shall happen on die in the Life-time of the said A. B. and the said A. B. during his Life shall be minded, purposed, or determined to purchase and add any other Life or Lives of and in the said Premises above mentioned, with the Appurtenances, in the room or stead of the Person or Persons so dying, and do and shall give such sufficient Security to the said C. D. E. F. &c. and the Survivor of them, and the Heirs of the same Survivor, that he or they will within one Month next after such Security given, at the Costs of the said, &c. and after the said C. D. E. F. &c. or the Survivor or Survivors of them surrendering the last recited Indenture of Lease into the Hand or Hands of the Lord or Lords of the Fee or Fees of the said Premises, renew and purchase anew Lease of all the said Premises from the Lord or Lords of the Fee thereof, for three such Lives as the said A. B. shall nominate, of which Lives the said

A. B.

4. It shall be done; and also within one Month to settle and assure the same upon the like Trusts, and to the like Ends, Intent, and Purposes, as the same are settled by these Presents, or as near the same as may be; that then and immediately on giving such Security, it shall and may be lawful to and for the said C. D. E. F. &c. their Heirs and Assigns, and the Heirs of the Survivor of them, and they do agree to surrender up the said last recited Indenture of Lease, whereby to enable the said A. B. to purchase and take such new Leases as aforesaid, and that then and immediately on giving such Security at aforesaid these Presents, and every Clause, Matter and Thing herein contained, shall cease, determine and be void, any thing herein contained, &c.

Provided also, that if the said A. B. shall happen to die in the Life-time of the said C. B. then it is agreed by and between the said Parties to these Presents, That it shall and may be lawful to and for the said C. D. E. F. &c. their Heirs and Assigns, and they do agree to surrender up the last recited Indenture of Lease, and to take a new Lease of all the said Premises from the Lord or Lords thereof, that shall have Power to grant such new Lease for the Lives of the said C. B. and T. B. the said C. B. or any other Friend for her paying the Purchase-Money and Charge of such new Lease, which new Lease so taken shall be taken in the Name of such Person or Persons as the said C. D. E. F. &c. their Heirs and Assigns shall

*Provide for
Trustees to fur-
render and
take a new
Lease on the
Death of the
Husband, and
settle to the
same Uses,
and charge
the Lands
with the Pur-
chase-Money.*

shall think fit, and for such Life as they shall nominate, and shall be settled to the same Uses, and to and upon the like Trusts, Ends, Intents and Purposes as the same Premises are settled by these Presents, or as near thereto as the same may or can be. Provided further, That if the said A. B. shall happen to die in the Life-time of the said C. B. the being under the Age of 21 Years, that then the said C. D. E. F. &c. their Heirs or Assigns, shall surrender the said last recited Indenture of Lease, and take a new Lease of all the said Premises from the then Lord or Lords thereof, that shall then have Power to grant the same for the Lives of the said C. B. and T. B. or such of them as shall be then living, and such Life or Lives as to them the said C. D. E. F. &c. their Heirs or Assigns shall seem meet, which said new Lease shall be taken in the Name of such Person or Persons as they the said C. D. E. F. &c. or the Survivors or Survivor of them, or the Heirs of such Survivor shall think fit, and shall be settled to the same Uses, and to and upon the like Trusts, Ends, Intents and Purposes as the said Premises are settled by these Presents, or as near thereto as the same may or can be, only that the said Premises may be charged or chargeable with the Purchase-Money and Charges in procuring such new Lease, and may by the said C. D. E. F. &c. their Heirs and Assigns be mortgaged for the said Purchase-Money and Charges, and the Profits of the Premises, or such Part thereof as they the said C. D. E. F. &c. their Heirs or Assigns

*Premises
charged with
Purchase-Money, &c.*

Assess shall think fit, shall and may be applied towards the Payment of such Purchase-Money and Charges, any thing herein contained, &c.

Provided always, and it is agreed by and between the said Parties to these Presents, That it shall and may be lawful for the said C. D. E. F. &c. their Executors and Administrators, to have, take and receive out of the Premises hereby granted and assigned, sufficient Moneys to reimburse themselves, not only all Costs, Charges and Expences by them to be expended and laid out in the Prosecution or Defense of any Suits in Law or Equity relating to the said Trust, and all other their Journeys and travelling Expences thereabout, but also all Damages by them to be sustained, in respect of their Acceptance of and acting in the said Trust. And further, that each of them the said C. D. E. F. &c. shall be accountable for his own Receipts and Acts only, and not for the rest or the Acts of each other.

Provide for Trustees to reimburse themselves, Charge of Law Suits, and all Expences relating to the Trust, and that each shall be accountable for his own Acts only.

Provided always, That if the said E. B. shall survive the said A. B. and thereby a certain Copyhold Messuage and Tenement, with the Appurtenances (which the said A. B. now holds for Term of his Life) lying and being in the Manor of, &c. shall come according to the Custom thereof to the said E. for her Widowhood, then in Consideration of the Provision by these Presents made for her the said E. as aforesaid, it is agreed by and between the said Parties to these Presents, and in particular the said E. doth hereby agree, That the said T. B. and the said

Provide that Lands settled on a Wife shall bar her Widowhood in a Copyhold Estate, and if she Claims her Widow's Estate, the Limitation by the Settlement to cease and be void, &c.

said *A. L.* his intended Wife, and the Survivor of them, and the Executors, Administrators and Assigns of such Survivor, shall peaceably and quietly hold and enjoy the said Messuages and Premises in, &c. aforesaid, from the Death of the said *A. B.* during the Term of the Widowhood of the said *E. B.* and that in case the said *E.* shall commence or prosecute any Action or Suit whatsoever against the said *T. B.* and the said *A. L.* or either of them; or against the Survivor of them, or the Executors or Administrators of such Survivor, for or touching the Possession or Profits of the said Tenement and Premises, with the Appurtenances in, &c. aforesaid; or in any thing relating to the said Tenement and Premises, or in any manner molest the said *T. B.* and *A. L.* or either of them, or the Survivor of them, or the Executors, Administrators or Assigns of such Survivor in the quiet Enjoyment thereof, at any time during the Widowhood of the said *E.* (the said *T. B.* and the said *A. L.* and the Survivor of them, and the Executors, Administrators and Assigns of such Survivor, paying the Quit-Rent, and all Taxes whatsoever issuing and payable thereout) that then and from thenceforth the Use and Estate herein, and hereby limited to the said *E.* in the said Lands and Premises, &c. aforesaid, and all other Uses herein before limited to her shall cease and be void.

Provided, always, and it is hereby declared and agreed, by and between all the said Parties to these Presents, that the said Term of 300 Years is upon this special Trust and Confidence that the said C. D. E. F. G. H. &c. and the Survivors and Survivor of them, and the Executors and Administrators of the said Survivor, shall and will let and dispose of the said Messuages, Lands and Premises for the best and greatest Value and Profit they can get the same, and receive the Rents and Profits thereof, and out of the same, first pay all Taxes and Payments, and other necessary Charges and Expences, wherewith the said Premises, or any part thereof, shall or may be charged or chargeable, and then upon this further Trust that the said C. D. E. F. &c. and the Survivors and Survivor of them, and the Executors and Administrators of the said Survivor, shall and will pay and dispose of the rest of the yearly Rents and Profits of the said Manors, Lands and Premises in manner following, (that is to say), in case the said A. B. shall leave behind him at the time of his Death, only two Sons, or one Son and one Daughter, and no more, begotten on the Body of the said E. his intended Wife, then to such eldest Son of the said A. B. to be begotten on the Body of the said E. his intended Wife, the yearly Sum of, &c. Parcel thereof for and towards the Maintenance of such eldest Son, and the residue of the Rents and Profits coming and arising out of the said Manors, Lands and Pre-

Provide that a Term is on Trust to let the Lands, and out of the Rents and Profits of the Premises, to pay yearly Sums to Sums for Portions and Maintenance, &c. until they have received so much; and if no Sons, to Daughters in the same manner, &c.

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Premises, shall and will pay to such younger Son, or to such Daughter, until he or she shall have had and received the full Sum of, &c. over and above all Defalcations whatsoever; but in case the said A. B. shall leave behind him one Son, and two or more younger Children by him begotten on the Body of the said E. his intended Wife, then upon this further Trust, that they the said C. D. E. F. &c. and the Survivors and Survivor of them, and the Executors and Administrators of the same Survivor, shall and will pay to the said eldest Son, the yearly Sum of, &c. for and towards the Maintenance of such eldest Son, and the rest of the Rents and Profits coming of the said Manors, Lands and Premises, shall and will pay to all and every the younger Child and Children of the said A. B. to be begotten on the body of the said E. his intended Wife, until they and every of them shall have had and received severally, the full Sum of, &c. a piece, over and above all Reprises whatsoever. And in case the said A. B. shall die without Issue Male by him begotten on the Body of the said E. his intended Wife, and shall happen to leave behind him one or more Daughter or Daughters by him to be begotten on the Body of the said E. then upon this further Trust, that they the said C. D. E. F. &c. and the Survivors and Survivor of them, and the Executors and Administrators of the same Survivor, shall and will pay and dispose of the whole Rents and Profits, of the

*The Daughters
Portions, &c.*

the said Manors, Lands and Premises, (Taxes and Payments being first deducted) in manner and form following, (that is to say) in case the said A. B. shall leave behind him only one Daughter and no more, at the time of his Death by him begotten on the Body of the said E. so such only Daughter, until she shall have had and received the full Sum of, &c. over and above all Defalcations whatsoever; and in case the said A. B. shall leave behind him two Daughters and no more, at the time of his Death by him self be begotten on the Body of the said E. to such two Daughters equally between them, until they and either of them shall have severally had and received the full Sum of, &c. a piece, over and above all Defalcations whatsoever; And in case the said A. B. shall leave behind him three Daughters and no more, at the time of his Death, by him begotten on the Body of the said E. then to such three Daughters equally amongst them, until they and every of them shall severally have had and received the full Sum of, &c. a piece, over and above all Defalcations whatsoever. And in case the said A. B. shall leave behind him four Daughters or more at the time of his Death, by him begotten on the Body of the said E. then in Trust, and to the intent that they the said C. D. E. F. &c. and the Survivor of them, and the Executors and Administrators of the same Survivor, shall and will receive and take the Rents and Profits of the said Manors, Lands and Premises, until they shall have

have had and received the full Sum of, &c. and after the raising thereof, shall and will pay the same to the said Daughters respectively, at their respective Ages of 21 Years or Days of Marriage, which shall first happen, share and share alike. And further, That if any of the said Daughters shall happen to die before they attain their respective Ages of 21 Years or Days of Marriage, notwithstanding the said C. D. E. F. &c. and the Survivors and Survivor of them, and the Executors and Administrators of the same Survivor, shall and will pay this Sum and Sum of Money hereby appointed to be paid to such Daughter and Daughters as shall so happen to die to the Survivor and Survivor of them equally among them, share and share alike.

*Provided that
Lands, and
the Rents and
Profits thereof,
shall be subject
to Annuities,
payable to the
Husband's Fa-
ther and Mo-
ther, and with
an Annuity to
the Wife for her
Life, for her
Jointure, and
in full of Dowry,
&c. with
Clauses of Di-
strels.*

Provided always, and it is the true In-
tent and Meaning hereof, That the said
Manor and Premises in &c. aforesaid, and
the Rents, Fines, Harlots, and all other
the casual and annual Services issuing or
arising out of the same; or thereunto be-
longing, and every Part thereof, shall be
subject to; and chargeable with the yearly
Rent of, &c. And the said C. D. E. F. &c.
and their Heirs, shall stand seized thereof,
to the intent that such yearly Rent of, &c.
may be in the first place payable and to be
paid to the said A. B. the elder, during
his Life, and after his Decease, to the said
A. B. the Wife (if she happen to survive
her said Husband) or in the Capital
Mortgage of, &c. yearly, and every Year,
in or upon the Feasts of, &c. by even and
equal

equal Portions, without any Defalcation or Abatement for Taxes, Charges or Payments, issuing out of, or charged or imposed, or to be charged or imposed, upon, the said Manor and Premises or any Part or Parcel thereof, by Act of Parliament or otherwise, by reason of the said, &c. the first Payment thereof to begin and be made in and upon such of the said Feasts or Days of Payment as shall next happen after the Solemnization of the said intended Marriage: And to the further intent, that if it shall happen the said yearly Sum of, &c. or any Part or Parcel thereof, to be behind and unpaid, by the space of 31 Days next ensuing either of the said Days, whereon the same is herein before appointed to be paid, that then and from thenceforth it shall and may be lawful to and for the said A. B. the elder, and to and for the said E. his Wife, (in case she happen to survive her Husband as aforesaid) and to and for his and her Assigns respectively, into the said Manor of, &c. and Premises, or into any of them, to enter and distrain, and the Distress and Distresses, then and there found, lawfully to take, lead, drive, carry away and impound, and in Pound to detain and keep, until he, she or they, be of the said yearly Sum of, &c. and all Arrearages thereof (if any be) fully satisfied and paid. And to this further Intent and Purpose, that the yearly Rent of, &c. of like, &c. may from and after the Decease of the said A. B. the younger, be payable and paid every Year to the said

Clause of Distress for the Annuities.

A a

E. D.

*Terms declared
on Trust for Pay-
ment of the
Annuities, and
Trustees on De-
fault of Pay-
ment, to enter
on the Pre-
misses, &c.*

E. D. out of the said Manor, and all and singular the above mentioned Premises, in, &c. aforesaid, for and during the Term of her natural Life, for her Jointure, and in full Satisfaction of her Dower, at or in, &c. upon the Feast Days of, &c. by even and equal Portions, without any Defalcation or Abatement for Taxes or Payments, issuing out of, or charged or to be charged upon the said Premises or any Part thereof, or upon the said yearly Rent of, &c. by Act of Parliament or otherwise; the first Payment thereof to begin and to be made at such of the said Feast Days as shall next happen after the Decease of the said **A. B.** the younger. And if it shall happen the said yearly Rent of, &c. or any Part or Parcel thereof, to be behind and unpaid by the space of 31 Days, &c. (the like Clause of Distress for the Annuity, payable to the said **E. D.** as for the Annuity above, payable to **A. B.** the elder, and **A.** his Wife) And as to and concerning the said two several Terms of 100 Years a piece herein before limited to the said **C. D. E. F.** &c. and their Assigns, determinable by the Decease of the said **E. D.** it is declared and agreed, by and between all the said Parties to these Presents, that the same and each of them were so limited to them in Trust, and to go with and attend the several and respective Remainders, next and immediately expectant upon the said several and respective Terms according to the Uses and Estates thereof herein-before respectively declared and appointed, in the mean time and

and until Default of Payment be made of the said respective yearly Rents of, &c. And to the Intent that from time to time, after any Default or Defaults of Payment thereof respectively, by the space of 40 Days next after the respective Days or times of Payment herein before limited for Payment thereof, they the said C. D. E. F. &c. their Executors and Assigns, shall and may enter upon the said Manor, Messuages, Lands and Premises so limited to them for Payment of the said respective Sums as aforesaid, charged and chargeable notwithstanding with the yearly Sums of, &c. and receive and take the Rents and Profits thereof, and thereby and therewith, with as much speed as may be, according to the true intent and meaning hereof, satisfy and pay to the said A. B. the elder, and A. his Wife, and the said E. the said yearly Sums of, &c. and all Arrearages thereof, and all Costs and Damages which shall be sustained by reason of the Non-payment of the said several yearly Sums of, &c. or any part thereof; and afterwards shall perfit and suffer the Residue and Overplus of the said Rents and Profits of the Premises to be received by such Person and Persons respectively, to whom the next and immediate Reversion and Remainder, expectant upon the said several Terms of 100 Years, shall for the time being respectively appertain.

*Proviso in a
Settlement, on
settling other
Lands equal in
Value, and to
the same Uses,
Husband may
revoke the Uses,
and declare
new Uses, &c.*

Provided also, and it is hereby declared and agreed by and between all the said Parties to these Presents, and the true Intent and Meaning hereof also is, That in case the said *A. B.* shall at any time or times hereafter, during the joint Lives of them the said *A. B.* and *E.* his Wife, settle, convey and assure unto the said Trustees, or to the Survivors or Survivor of them and his or their Heirs, any other Manors, Messuages, Lands, Tenements or Hereditaments in the County of, &c. of as great an yearly Value or more, than the said Manors, Lands and Premisses to her the said *E.* descended as aforesaid, amounts unto, to the same Uses, and upon the like Intents, Trusts and Purposes as the same are hereinbefore settled, free from all Incombrances, that then and in such Case it shall and may be lawful to and for the said *A. B.* and *E.* his Wife, with the Approbation and Consent of the said *T. B.* and *A.* his Wife, or the Survivor of them, by any Writing or Writings to be signed and sealed as well by the said *A. B.* and *E.* his Wife, as by the said *T. B.* and *A.* his Wife, or the Survivor of them the said *T. B.* and *A.* in the Presence of two or more credible Witnesses, to revoke, alter and make void, all and every the Use and Uses, Intents and Purposes hereinbefore limited, expressed and declared, and to limit and declare, any such new or other Use or Uses of the said Manors, Messuages, Lands and Premisses above mentioned, as they the said *A. B.* and

and E. his Wife, shall think fit, any thing herein contained, &c.

Provided also, and it is hereby further agreed by and between the said Parties to these Presents, and hereby so declared, that in case the said E. shall happen to die in the Life-time of the said A. B. without Issue Male of her Body by the said A. B. begotten, or having Issue Male, and such Issue Male shall all happen to die in the Life-time of the said A. B. without Issue Male, that then and in such Case, and not otherwise, it shall be lawful for the said A. B. with the consent of the said T. B. and A. his Wife, if both of them shall be living, otherwise with the consent of the Survivor of them, and if both of them shall be dead, then for the said A. B. without such consent, and at his Will and Pleasure, by any Writing or Writings by him to be signed and sealed in the Presence of two or more credible Witnesses, to revoke, alter and make void, all and every the Use and Uses herein-before limited and appointed, subsequent to the Limitation to him for his Life; and by the same Writing or Writings, or by any other Deed or Deeds, Writing or Writings, to create, limit or appoint any other new Use or Uses of the said Premises, or any Part thereof, as he shall think fit, so as such new Use and Uses so to be created or appointed, be to the Heirs Males of his own Body, or to some Heir Male and his Issue Male of the Family of the said T. B. and not otherwise.

Proviso if the Wife dies without Issue Male, for the Husband to revoke the Use, and limit new Uses, so as such new Uses be to the Heirs Males of his Body, &c.

*Proviso to alter
a Surname on
coming to an
Estate.*

Provided also, and upon Condition that as well the said T. D. and his Heirs, as also all and every the Heirs of the Body of the said E. B. when and as they shall come to the Possession of the Messuages, Lands, Tenements, Hereditaments and Premises above mentioned, or any Part thereof, by virtue of these Presents, or any Limitation of Uses herein contained, shall so far forth as in him or them respectively lieth, from time to time and at all times hereafter, severally and respectively take upon them, and bear for his or their Surname or Names, and write him or themselves by the Name of B. Or otherwise, upon any wilful Default made thereof by him the said T. D. or any of his Heirs, or any of the Heirs of the Body of the said E. B. the Estate of him or them making such Default, shall cease and be void.

*Proviso to use
such a Surname
and bear such
a Coat of Arms,
&c. or else the
Estate to be
charged with
a large yearly
Rent, &c.*

Provided also, that if any such Person to whom the said E. B. shall be married with such consent as aforesaid, shall at any time after such Marriage, and after the Freehold and Possession of the said Manors, Lands, Tenements and Hereditaments, or any of them, by virtue of the Limitations aforesaid, shall come unto the said E. B. in any Writing by him to be subscribed, or otherwise, use any Surname immediately following after his Name of Baptism, other than the Name of B. or as often as he shall show or bear any Coat of Arms, shall not bear the Arms belonging to the Family of the B's, (*viz.*) &c. and shall not within one Year next after such Marriage, and acquiring

cruing of the Possession of the said Premises to the said *E. B.* either procure an Act of Parliament that such Husband, and the said *E.* and the Heirs and Issues of their two Bodies shall at all times use and bear the Surname of *B.* or otherwise give such Security unto the said *C. D. E. F. &c.* or the Survivors of them, as shall be reasonably required, that such Husband, and the Heirs Males of the Body of the said *E.* by such Husband to be begotten, shall in all Writings by them to be made and subscribed with their Names, write and cause to be written their Surnames as aforesaid, by the Name of *B.* and bear the said Coat of Arms above mentioned, that then and from thenceforth the said Manors, Lands and Premises limited to the said *E. B.* as aforesaid, as against the said *E. B.* and such Husband, and all claiming under them, or either of them, or under any Limitation of Use, by them or either of them made, shall stand and be charged unto, and to the Use of the said *C. D. E. F. &c.* and their Heirs, during the joint Lives of the said *E.* and such Husband, with one Annuity or yearly Rent of, *&c. per Ann.* to be paid half yearly, at the Feasts of, *&c.* by even and equal Portions, in Trust for the only and proper Use and Benefit of such Person and Persons respectively, for the time being, to whom the next Remainder, after the Determination of the Estates above limited, to the respective Issues of the Body of the said *E.* and the Heirs Males, and Heirs of their Bodies respectively coming, by the

Lands charged with Annuities, &c.

*Power to dis-
train.*

true Intent and Meaning of these Presents should belong. And if the said yearly Rent of, &c. or any Part thereof, shall be behind and unpaid, after any of the Feasts aforesaid, that then and so often it shall and may be lawful to and for the said C. D. E. F. &c. and their Heirs, and the Survivors and Survivor of them, and his and their Heirs, and every or any of them, to distrain in and upon such of the said Manors, Lands, Tenements, Hereditaments and Premises, with the Appurtenances, and every or any Part or Parcel thereof, as shall then or at any time after be in the Possession or Occupation of the said E. B. or her Husband, or of any other Person or Persons by virtue of any Grant or Limitation to be by her and her Husband, or either of them made or granted, and the Distress and Distresses there taken, to lead, drive, carry away, impound and keep, until he or they shall be fully satisfied all such Rent or Sums of Money so behind and unpaid.

*And to enter
on the Pre-
misses, &c.*

Provided always, That if the said Rent shall be behind by the space of 21 Days next after any of the said Feasts above limited for Payment thereof, that then and so often the said C. D. E. F. &c. and the Survivors and Survivor of them and their Heirs, during the said Term above mentioned, shall and may enter into, hold and enjoy all or any the Manors, Lands and Premises limited as aforesaid to the said E. B. or any of them, or any Part or Parcel of them, and receive and take the
Rents

Rents and Profits thereof until the Arrears of the said Rent of; &c. shall be fully paid and satisfied.

Provided always, That if the said E. B. shall, during the Life of the said T. B. marry or contract herself to any Person or Persons without the Consent of the said T. B. or after his Decease, without the Consent of the said C. D. E. F. &c. or the greater Number of them, as at the time of such Contract of Marriage shall be living, or the Survivor of them, if any of them shall be then living, that then the Uses and Estates by these Presents limited to the said E. and to every of her Sons, and the Heirs, Males of their Bodies, and to the Daughters and the Heirs of their Bodies issuing as aforesaid, shall cease and be void.

And if either of them my said Daughters shall presume to marry without the Approbation and Consent of their said Mother, then my Will is, and I do hereby order, direct and appoint, that it shall be in the Power of her my said Wife E. their Mother, to detain and withhold from such of them my said Daughters as shall marry without her Consent as aforesaid, all or any part of the said Sum of, &c. to her hereby given as aforesaid, as she in her Discretion shall think fit, and the same or such part thereof, as she shall think fit to detain, shall pay and give unto the other of my said Daughters, who shall live to attain the said Age of 21 Years or Days of Marriage; with Consent as aforesaid; and to

my said two younger Sons *A.* and *T.* to be equally divided between them, as a further addition to the Portion and Provision hereby made for them. And if both my said Daughters *E.* and *D.* shall happen to die before they have attained the Age of 21 Years, or Day of Marriage, with Consent as aforesaid; then I do hereby give and bequeath the Legacies and Portions to them respectively given as aforesaid, unto my said two younger Sons *A.* and *F.* to be equally divided between them, and the Survivor of them, who shall live to attain the Age of 21 Years, as a further addition to their respective Portions and Provisions hereby made for them.

Provide, that the Rents and Profits of Lands, &c. given to a Wife, during the Minority of Children, and so bring them up, is only for her Widowhood, and if she marries, she shall so go to Trustees, &c.

I do hereby order, direct and appoint, that the Rents, Issues and Profits of all and singular my Messuages, Lands, Tenements and Hereditaments whatsoever, herein-after given and devised to my Sons, &c. or to either or any of them, shall be from time to time immediately after my decease, had, received and taken by my beloved Wife *E. B.* until such time as they my said Sons, to whom the same are respectively devised and limited, shall attain unto the full Age of 21 Years, for and towards the Maintenance and Education of all and every my Children, Sons and Daughters, which shall happen to survive me. Provided that the my said Wife shall so long continue unmarried, but if she my said Wife shall marry again after my Decease, then I do hereby order, direct and appoint, that the Rents, Issues and Profits of all and every

every such my said Messuages, Lands, Tenements and Hereditaments, shall immediately after such my said Wife's Marriage, be had, taken and received by my Trustees herein-after made and appointed, and to be by them applied to the Use and Uses aforesaid.

Provided also, and it is the true Intent *Proviso that a* and Meaning of the said A. B. that the Uses, *Limitation is* and Estates before limited to the said T. D. *on Trust, out of* and his Heirs, are and shall be taken to be *Rents and Pro-* upon Trust and Confidence, that when *fits of the* the said T. D. his Heirs or Assigns, by force *Lands, to pay* or by virtue of any Use or Uses, Estate or *Legacies given* Estates herein before limited to the said *by Will, &c.* T. D. and his Heirs, shall take and receive the Rents, Issues and Profits of the said Messuages, Lands, Tenements and Hereditaments last mentioned, not limited in Jointure to the said E. that then the said T. D. his Executors or Assigns, shall discharge and pay out of the said Rents, Issues and Profits of the said Premises, all such Legacies and Sums of Money as are or shall be given and appointed to be paid out of the said Messuages and Premises, in and by the Last Will and Testament of the said A. B. to such Person and Persons, and in such manner and form as the said Legacies and Sums of Money, in and by the said Will of the said A. B. shall be directed and appointed to be paid.

Provided nevertheless, and upon Condi- *Proviso in a* tion that she my said Wife do and shall out *Will, that a* of all the Lands, Tenements and Personal *Wife out of the* Estate given to *Apprentice, &c.* her, do Maintain and Educate Children, and place them out Estate

Estate given to her as aforesaid, maintain, educate and bring up them my said Children *T. and L.* during their Minority, and do and shall also pay to and for the binding forth Apprentice my said Son *T. B.* when he shall by my said Trustees, or the Survivors and Survivor of them, or the Executors or Administrators of such Survivor, be thought of Age convenient to be placed forth Apprentice, so much Money (not exceeding the Sum of, &c.) as they my said Trustees, or the Survivors or Survivor of them, and the Executors and Administrators of such Survivor shall think proper and require; and further do, and shall likewise pay unto my said Son *T. B.* the Sum of, &c. when and as soon as he my said Son shall have fully served and compleated the Term of his Apprenticeship.

Proviso giving Trustees Power to alter Bequests and Portions given to Children on taking good or ill Courses, &c.

Provided always, and my further Will and Mind is, any thing herein contained or directed to the contrary notwithstanding, That my said Trustees *C. D. E. F. &c.* or the major part of them, or the Survivors of them, or the major part of such Survivors, and my Trustees for the time being, upon renewing of Trustees as aforesaid, shall and may, (according as they shall think fit in their Judgments, upon due Consideration had, of the good Courses or ill Courses to be taken by any of my Children) take from or add unto any of the Estates, Portions or Bequests, given or appointed to or for any of my Children, Sons or Daughters; and that accordingly they shall or may dispose of any of the said

Lands

Lands by me hereby willed, devised or directed, to or for any of my Sons, and give the same, or any part thereof, to any other of my Sons, for such Estate as they shall think fit, or otherwise charge the same with the Payment of any Sum or Sums of Money yearly or otherwise, to any other of my Children, as they shall think convenient.

And if any Question, Doubt or Controversy shall arise or happen, touching the Meaning or Exposition of any thing in this my Will, the same shall be fully determined by my said Trustee or Trustees for the time being, or the major part of them, and what they shall judge or determine concerning the same, shall be final and binding to all Persons whatsoever therein concerned.

And to decide Controversies.

Provided nevertheless, and it is the true Intent and Meaning of this my Will, That if she my said Daughter E. B. or any other Person or Persons whatsoever, to whom the Freehold and Inheritance of the Premises for the time being, shall by force of this my Last Will, immediately appertain, do and shall well and truly pay or secure to my said Trustees Good-liking and Approbation, the said Sum of, &c. given to my Granddaughter R. B. as aforesaid, in manner as herein-before is mentioned, or in case of the Death of the said R. B. before the time of Payment aforesaid, that then and from thenceforth the said Term of 200 Years, so before granted, to them

Provide in a Will, that on Payment of a Legacy, a Term granted for securing the same, shall attend the Freehold and Inheritance, &c.

my

my said Trustees, of and in my said Freehold Lands, Tenements and Hereditaments, and the said Estate hereby given to them therein, or so much thereof as shall not be applied for raising the said, &c. as aforesaid, shall thenceforth attend and be subject to the immediate Freehold and Inheritance thereof, as the same is herein before limited, directed and appointed, and be for the Benefit of the Person or Persons to whom the same shall for the time being, appertain and belong.

*Provide that on
Deaths of
Marriage by a
time limited,
the Settlement
to be void.*

Provided always, and it is concluded by and between all the said Parties to these Presents, That if the said intended Marriage shall not be solemnized, and doth not take effect within six Months next after the Date hereof, that then these Presents, and the several Estates and Uses herein before limited, mentioned and declared, and every Clause, Article and thing herein contained, shall cease, determine and be void to all Intents and Purposes, any thing herein before contained to the contrary notwithstanding.

Covenants in Deeds, &c.

*Leases covenants to pay
Rent clear of
all Taxes, ex-
cept the Land
Tax.*

AND the said C. D. for himself, his Executors, Administrators and Assigns, doth covenant and grant, to and with the said A. B. his Heirs and Assigns, that he the said C. D. his Executors, Administrators or Assigns, shall and will well and truly pay or cause to be paid unto the said A. B. his Heirs or Assigns, the said yearly

yearly Rent above reserved, at the Days and Times, and in manner and form above expressed, clear of and over, and above all Taxes, Rates and Payments whatsoever, (except such Taxes as shall be charged on Lands and Tenements by any Act of Parliament, and payable to the King's Majesty, his Heirs and Successors.)

And also that he the said A. B. his Heirs and Assigns, shall and will at all times during the said Term hereby granted, bear, pay and discharge, or abate, deduct and allow out of the said yearly Rent hereby reserved, all Taxes, Rates and Payments whatsoever, wherewith the said Premises shall or may be charged or chargeable, (Window-Money and such like Taxes as are and shall be at any time during the said Term particularly laid upon Tenants, by Act of Parliament only excepted.)

Lessor to pay & deduct all Taxes except the Window-Tax.

And also that he the said C. D. his Executors, Administrators and Assigns, shall and will from time to time, and at all times during the said Term hereby granted, well and sufficiently repair, maintain, sustain, uphold, amend and keep the said demised Premises, and every part thereof with the Appurtenances, in, by and with all and all manner of needful and necessary Reparations whatsoever, when as often as need shall require, and the same so well and sufficiently repaired, maintained, sustained, upheld and kept at the end of the said Term unto the said A. B. his Heirs and Assigns, shall and will peaceably and quietly leave and yield up, and shall and will

Lessor to repair a House, and leave Goods in Schedule, Fire, &c. excepted.

will then also leave unto the said *A. B.* his Heirs and Assigns, all such Goods as are mentioned in the Schedule hereto annexed, in as good Condition as they are now in, (the reasonable usage of them, and the Casualty of Fire in the mean time only excepted.)

*Lessee to repair
Glass-Win-
dows, Fences,
scour Ditches,
&c.*

And also that he the said *C. D.* his Executors, Administrators and Assigns, shall and will keep in good and sufficient Repair during the said Term, all the Glass-Windows belonging to the Dwelling-House, and all the Walls, Gates, Stiles, Bounds and Fences belonging to the said demised Premises, (being allow'd Timber and Frith for the doing thereof by the said *A. B.* his Heirs or Assigns) and scour and cleanse all the Ditches and Water-courses on the said Premises, and shall and will leave the same well and sufficiently repaired, scoured and cleansed at the end of the said Term.

*Lessee to put
Premises in Re-
pair, and af-
terwards Lessee
to keep in Re-
pair.*

And also that he the said *A. B.* his Heirs or Assigns, shall and will on this side, and before, &c. next, put the said Messuage hereby demised into good Tenantable Repair, and after the same is so put into good Repair, the said *C. D.* for himself, his Executors, Administrators and Assigns, doth hereby covenant and grant, to and with the said *A. B.* his Heirs and Assigns, that he the said *C. D.* his Executors, Administrators or Assigns, shall and will at all times during the said Term, well and sufficiently uphold and keep the said Messuage, and other the Houses hereby demised in all needful

needful and necessary Reparations, when and as often as need shall require, and the same so upheld and kept, at the end of the said Term hereby granted unto the said *A. B.* his Heirs and Assigns, shall and will quietly leave and yield up.

And the said *A. B.* for himself, his Heirs and Assigns, doth covenant and grant, to and with the said *C. D.* his Executors, Administrators and Assigns; that he the said *A. B.* his Heirs and Assigns, shall and will, at all times during the said Term hereby granted, well and sufficiently repair, uphold and keep the said Messuage hereby demised, (except the Glass Windows thereof) in all needful and necessary Reparations, when and as often as need shall require.

And also that he the said *C. D.* his Executors, Administrators and Assigns, shall and may, by and under the yearly Rent, and Covenants herein reserved and contained, peaceably and quietly have, hold, occupy, possess and enjoy, all and singular the said Messuage or Tenement and Premises above mentioned, with the Appurtenances, for and during the said Term hereby granted; without the Let, Trouble, Hinderance, Molestation, Interruption and Denial of him the said *A. B.* his Heirs and Assigns, or of any other Person or Persons claiming or to claim, by, from or under him.

*Lessee to peace-
ably enjoy the
Premises du-
ring the Term,
and arable
Land, &c. till
Harvest, after
the End of the
Term, and
Ground to feed
Cattle upon, &c.*

And also that he the said C. D. his Execu-
tors, Administrators and Assigns, shall
and may from time to time, and at all times
during the said Term hereby granted (by
and under the yearly Rent, Covenants and
Agreements herein contained) peaceably
and quietly enter into, have, hold, occupy,
possess and enjoy all and singular the said
Premises hereby demised, with the Appur-
tenances, (except before excepted) with-
out any Let, Trouble, Hindrance, Mole-
station, Interruption and Denial of him
the said A. B. his Heirs and Assigns, and
of all and every other Person and Persons
whatsoever, lawfully claiming or to claim,
by, from or under him, them or any of
them: And shall and may hold and enjoy
50 Acres of the Arable Land belonging to
the said demised Premises (or such a
Ground) from the end of the said Term
hereby granted, till the end of the Harvest
then next following, and the Barn to thrash
out his Corn in for a Year, after the end
of the said Term, and House-Room to
lodge in, and Liberty to fodder his Cattle
upon the Ground called, &c. until the 3d
of May; after the Expiration of the said
Term. And will permit and suffer C. D.
the present Tenant, to take off his Crop of
Corn at the next Harvest, which shall or
may be sown this Year on the said demised
Premises.

*Present Tenant
Liberty to take
off his Crop of
Corn.*

*Lessee to spend
Hay, Straw,
and Soil on the
Premises.*

And also shall and will in a Husband-like
manner, spend and employ in and upon
the said Premises, all the Hay, Straw, Fod-
der, Dung, Muck and Soil which shall hap-

pen to be made or arise there, at any time during the Term.

And also that he the said C. D. his Executors, Administrators or Assigns, shall sow fifteen Acres of the Arable Land for Clover every Year, during the said Term, and leave fifteen Acres of the said Land sufficiently sown to Clover at the end of the said Term; and also shall and will leave yearly, and every Year, during the said Term, one half of the said Arable Land, as Summer-Fallow, unsown; and also that he the said C. D. his Executors, Administrators and Assigns shall not, nor will allow any part of the Down-Ground hereby demised, during the said Term, nor do or commit or permit or suffer to be done or committed, any Waste, Spoil or Destruction, in or upon the said Premises, or any part thereof.

To sow Land to Clover, i. d. v. so much unsown as a Summer Fallow. Not to Mow Land, &c.

Not commit Waste.

And also that he the said C. D. his Executors, Administrators or Assigns, shall and will within the space of one Year next ensuing the Date hereof, at his and their own proper Costs and Charges, well and sufficiently erect, build and set up a good and substantial House or Houses on the said demised Premises, and the same being so erected, built and set up as aforesaid, shall and will from time to time, and at all times during the Term hereby granted, at his and their own proper Costs and Charges, well and sufficiently repair, uphold, maintain and keep, in and with all needful and necessary Reparations whatsoever, when as and often as need shall be or require, and at

Lessee to build a House on the Premises, and when built to keep the same in Repair, &c.

the end of the said Term, the same being so well and sufficiently repaired, upheld, maintained and kept, unto the said *A. B.* or such Person or Persons to whom the Inheritance of the said Premises shall belong, shall and will peaceably and quietly leave and yield up.

Covenant to build a House, in Consideration of a Sum of Money.

And the said *A. B.* for himself, his Executors and Administrators, doth covenant, promise and agree, to and with the said *C. D.* his Executors, Administrators and Assigns, that he the said *A. B.* or his Assigns, shall and will within the space of one Year next after the Date hereof, in good and Workman-like manner, and according to the best of his Art and Skill, build, erect, set up and finish, one Messuage or Tenement, at and in, &c. of the Dimensions, and to contain the several Particulars following, (*viz.*) thirty Foot in length, &c. [*Here set forth the Particulars.*] In Consideration whereof the said *C. D.* doth for himself, his Executors and Administrators, covenant and promise, to and with the said *A. B.* his Executors, Administrators and Assigns, well and truly to pay, or cause to be paid unto the said *A. B.* his Executors, Administrators or Assigns, the Sum of, &c. in manner following (that is to say) &c.

Lessee to build a House on the Premises and lay out a certain Sum of Money upon the same.

And also that he the said *C. D.* his Executors, Administrators or Assigns, shall and will within the space of two Years next ensuing the Date of these Presents, at his and their own proper Costs and Charges, erect, new build and set up, in and upon some

some convenient part of the Premises hereby demised, one Messuage or Tenement, and convenient Out-houses, to be so erected of the best Timber, Stone or Brick as the Country affords, and employ'd according to the usual manner, and the most substantial way of Building, and in and about the same Building, shall bestow the full Sum of, &c. at the least, and the same Messuage or Tenement so Built, shall and will keep in and with all needful and necessary Reparations during the said Term.

: And also that it shall and may be lawful to and for the said A. B. his Heirs or Assigns, or his or their Workmen, or other Persons by their Appointment, at all Times during the said Term (or once in every Year) at a convenient time, to enter into and view the said Premises hereby demised, or any part thereof, whether there be any want of Reparation ; and if there shall be any Reparation needful, then the said C. D. doth hereby for himself, his Executors, Administrators and Assigns, covenant and grant to and with the said A. B. his Heirs and Assigns, that he the said C. D. his Executors, Administrators or Assigns, at his and their own proper Costs and Charges, shall and will, within a quarter of a Year next after every Notice or Warning given to him or them by the said A. B. his Heirs or Assigns, from time to time well and sufficiently repair and amend all such Defaults, and want of Reparations, as there shall happen to be found.

Lessor to enter and view Reparations, and Lessee to repair on Notice.

*Covenant to re-
pair Flood-Hat-
ches for water-
ing of Meadows.*

And the said C. D. for himself, his Heirs, Executors and Administrators, doth covenant and grant, to and with the said A. B. his Heirs, Executors and Administrators, That he the said C. D. his Heirs, Executors or Administrators, for and during so long time as he the said C. D. shall think fit to keep the said Hatches, called, &c. for the Watering of the said Meadow called, &c. he the said C. D. his Heirs, Executors and Administrators, shall and will from time to time, and at all times, when and as often as need shall require, at his and their own proper Costs and Charges, well and sufficiently repair, amend, and maintain the Hatches, called, &c. in such manner as the same may be useful as well to and for the watering, overflowing and improving of the said Meadow belonging to the said A. B. called, &c. as of the aforesaid Meadow called, &c. belonging to the said C. D.

*Lessor to assign
Timber for Re-
pairs on re-
quest; or on re-
fusal, Lessee to
take it.*

And the said A. B. doth for himself, his Heirs and Assigns, covenant and grant, to and with the said C. D. his Executors, Administrators and Assigns, That he the said A. B. his Heirs or Assigns, shall and will from time to time, and at all times hereafter, during the said Term, within the space of one Month or sooner, if the case require, after reasonable request made, and at fit and convenient times and Seasons in the Year, allow, assign and appoint, or cause to be allowed, assigned and appointed unto the said C. D. his Executors, Administrators and Assigns yearly or other-
wise,

wise, to be cut, felled and taken, in and upon some part of the demised Premises, or some other Lands of the said A. B. when and as often as need shall require, such Timber as shall be wanting to be employ'd in about the necessary Reparations of the said Messuage or Tenement and Buildings thereof or thereunto belonging, so as the same be spent and employ'd in and upon the said Premises, and not elsewhere: And if and in case the said A. B. his Heirs or Assigns shall after request made, delay or refuse to allow such Timber as aforesaid, that then it shall and may be lawful to and for the said C. D. his Executors, Administrators and Assigns, to take such Timber from off the said demised Premises, or any part thereof, if there to be had and found, and to employ the same to the Uses aforesaid.

And further, that he the said A. B. his Heirs and Assigns, shall and will yearly, during the said Term, allow the said C. D. his Executors, Administrators and Assigns, three Hundred Faggots, or the value thereof in other Wood for firing, to be had and taken by the assignment and appointment of the said A. B. his Heirs or Assigns, or his or their Bailiff, and not otherwise, and to be spent on the said Premises only, and not elsewhere, and sufficient Plow-Timber, or else in lieu of such Plow-Timber, the Sum of, &c. in Money, at the Election of the said A. B. his Heirs and Assigns.

*Lessee to pre-
serve Woods,
&c. from Cat-
tel.*

And also that he the said C. D. his **Exe-
cutors, Administrators and Assigns, shall**
and will at all times hereafter, during the
Term hereby granted, preserve and keep
from Damage and Hurt of Cattel, or other
negligent Spoil, all the Woods, Coppices
and Underwoods, growing and being in
and upon the said demised Premisses, or
any part thereof. And also that no manner
of Cattle at any time of the Year, saving
only between the 1st of *November* and the
first Day of *April*, and then also that no
other Cattle but Horses and Calves only,
shall be put and suffered to be in the same
Woods or Underwoods, or any of them.

*Lessee to serve
Offices, &c.*

And further, that he the said C. D. shall
and will from time to time, during the said
Term, discharge and bear the Offices of
Overseer, Church-warden, Constable, Ty-
thingman, and all such like personal Offices
wherewith the said Premisses shall be char-
ged, when and as often as they shall hap-
pen.

*That the Lessee
shall pay all
Rents and Du-
ties for the
Lands.*

And that he the said A. B. his Heirs or
Assigns, or some or one of them, shall and
will at all times during the said Term, not
only bear, pay and discharge all and all
manner of Rents, Duties, Payments, Char-
ges and Demands, ordinary and extraor-
dinary whatsoever, of or for or in respect
of the said Premisses hereby demised, or
any part thereof, (other than the Rents and
Services in these Presents before mentioned
and reserved) but also shall and will there-
of and therefrom acquit, discharge and
save harmless, as well the said C. D. his
Exe-

Executors, Administrators and Assigns, and all other Occupiers of the said Premises, as also the said Premises it self, and every part thereof during the said Term.

And also that he the said *A. B.* his Heirs or Assigns, shall and will pay and discharge all such Fee-Farm Rents, and the Arrearages thereof, as are or shall be due and payable to the King's Majesty, his Heirs and Successors, for or in respect of the said demised Premises, or any part thereof, during the said Term, and shall also save and keep harmless the said *C. D.* his Executors, Administrators and Assigns, and his and their Lands and Tenements, Goods and Chattels therefrom, and of and from all Damages, Troubles, Distresses and Arrests, for or in respect thereof.

Lessor to pay Fee-Farm Rents, &c. and save Lessee harmless therefrom, &c.

And it is also covenanted and agreed, by and between the said Parties to these Presents, That if the said *C. D.* his Heirs or Assigns, shall at any time hereafter be charged with or for, or by Distress, Process or otherwise compelled to pay to the said King's Majesty, his Heirs, Successors or Assigns, the said Fee-Farm Rent of, &c. or any part thereof, or any other Rent more than the said, &c. before reserved, then and so often it shall and may be lawful to and for the said *C. D.* his Heirs and Assigns, being so charged or compelled as aforesaid, to deduct out of the said Rent of, &c. above reserved in his and their Hands, so much thereof as shall be a sufficient Satisfaction to the said *C. D.* his Heirs and Assigns, for and concerning the said

Lessee to detain Rent in his Hands to satisfy Fee-Farm Rents, on being compelled to pay them.

said Fee-Farm Rent of, &c. reserved by, &c. as aforesaid, as the said C. D. his, &c. or either of them, shall be charged withal, or compelled to pay as aforesaid; or until full Satisfaction and Recompence of and for the same shall be made by the said A. B. his Heirs or Assigns, unto the said C. D. his Heirs and Assigns, as aforesaid.

*Covenant to
pay Moneys by
way of Rent,
for digging of
Coals.*

And each of them the said C. D. and E. F. for himself severally and apart and not jointly, and for his several Executors and Administrators, doth, for the Considerations aforesaid, hereby severally covenant and grant to and with the said A. B. his Heirs and Assigns, That they the said C. D. and E. F. shall and will well and truly pay, or cause to be paid, unto the said A. B. his Heirs or Assigns, for every Ten Shillings worth of Coals that shall be digged or found in or landed upon any of the said Grounds, by them the said C. D. and E. F. or either of them, or by any other Person, by their or either of their Order, Permission, Privy or Consent, the Sum of One Shilling, clear of and over and besides all Taxes, Reprises, and other Charges whatsoever, either ordinary or extraordinary, and so proportionably, for whatsoever Quantity of Coals shall be digged or landed in or upon the said Premises, or any Part thereof.

*To fill up Coal-
Pits, repair
Fences, &c.*

And also that they the said C. D. and E. F. shall and will at their own Costs and Charges, at the Determination or Ceasing of their Term, Liberty and Licence hereby granted, not only remove and carry a-
way

way out of the said Ground all the Earth, Stone and Rubbish, that shall then be or remain thereon; but also shall and will fill all and every the Pit and Pits that they or either of them shall make therein; and level and lay even the same with other Parts of the Ground there; and shall and will within three Months after the end of the said Term, sufficiently make and amend such Fences and Hedges as shall be broken down or spoiled by the Means aforesaid.

And also that it shall and may be lawful *Lessee to dig* to and for the said C. D. his Executors, Administrators and Assigns, and for his and *up Earth to* their Workmen, Servants and Labourers, *make Bricks,* from time to time, and at all times during *or Tiles, &c.* the said Term at his and their Wills and *for Reparations.* Pleasure, without any Denial or Molestation by the said A. B. his Heirs and Assigns,

in any convenient Place or Places of the said Premises, hereby demised, where it may be the least prejudicial to the same Premises, to dig take and cast up such and so much Earth and Clay out of the said Closes and Premises as the said C. D. his Executors, Administrators or Assigns, and his and their Workmen, Servants and Labourers, shall think fit to make use of and convert into Brick or Tiles to be employed only in and about the Repairing, Amending and Bettering of the said Messuage, &c. above hereby demised, and not otherwise; the said C. D. his Executors, Administrators or Assigns, from time to time also filling up and making level the Holes and Pits to be wrought and made in the

*Filling up the
Pits and Holes,
&c.*

the said Ground, or any Part thereof, by reason of the Digging and Casting up Earth and Clay as aforesaid.

That the Lessee shall have Common and Pasture for Sheep.

And that he the said C. D. his Executors, Administrators and Assigns, shall and may from time to time, during the said Term, have and enjoy to him and them in and upon the Downs, Commons and Wastes belonging to the said Manor of, &c. sufficient Pasture and Feeding for One Hundred Sheep, without any Let or Interruption of or by the said A. B. his Heirs or Assigns, or of or by any other Person or Persons whatsoever, with free Liberty of Ingress, Egress and Regress into and out of the same Grounds and Commons, with all the said Sheep, at all and every time and times convenient; for which Pasture to be had as aforesaid, the said C. D. doth for himself, his Executors, Administrators and Assigns, covenant and agree by these Presents to pay unto the said A. B. his Heirs and Assigns yearly on the Feast of, &c. during the said Term, the Sum of 6*d.* of, &c. for every Sheep so to be pastured.

Paying so much, &c. for Sheep per Ann.

Lessee to enjoy a Watering Place for Cattle.

And that he the said C. D. his Executors, Administrators and Assigns, shall and may at all times, during the said Term, lawfully have, take and use the Water at and in a certain Pond called, &c. as well for the Watering of his and their Cattle and Beasts thither to be brought, driven or led; which at any time hereafter shall be kept and continuing in and upon the said demised Premises; as also to fetch, take and carry away so much of the Water at and from the Pond

Pond aforesaid, as may be necessary for the Purposes aforesaid, to be used on the said demised Premises, or any Part thereof, by any Tenant or Tenants of the same Premises; and to that end to have a convenient Way and Passage from the said Messuage and Premises to and from the said Pond, to and for the said C. D. his Executors, Administrators and Assigns, at all times to lead and drive all manner of Cattle, and to fetch and carry the said Water for the Uses aforesaid, without any Let or Interruption of or by the said A. B. his Heirs and Assigns.

And the said A. B. for himself, his Heirs and Assigns, doth covenant and grant to and with the said C. D. his Executors, Administrators and Assigns, that it shall and may be lawful to and for the said C. D. his Executors, Administrators and Assigns, at any time or times during the said Term of, *Lessee to take down and carry away Edifices by him set up.* hereby demised, at his and their Will and Pleasure, to take down and carry away and convert to his and their own Use and Uses, all or any Out-houses, Edifices or Buildings, which shall be set up by the said C. D. his Executors or Administrators, on any Part of the hereby demised Premises, from and after the Date hereof.

And it is covenanted and agreed by and between the said Parties to these Presents, *Covenant that the Lessee may leave the Premises within the Term.* That if the said C. D. his Executors, Administrators or Assigns shall be willing and desirous to leave the said demised Premises at the end of five Years next after the Commencement of this present Demise, and thereof shall give six Months Notice,

or Warning in Writing under his or their Hands unto the said A. B. his Heirs or Assigns on the Feast of, &c. immediately preceding the Determination of the said Term of five Years, that then and immediately after the Expiration of the said Term of five Years, the Term and Estate hereby granted shall cease, determine and be void, any thing herein contained, &c.

That the Lessor, upon Request, shall grant a further Term on the same Conditions, &c.

And that the said A. B. his Heirs and Assigns, shall and will at the Costs and Charges of the said C. D. his Executors, Administrators or Assigns, at any time within the last six Months of the said Term hereby granted, upon the Request of the said C. D. his Executors, Administrators or Assigns, by Indenture of Lease under his Hand and Seal, executed in due Form of Law, demise, let and set unto the said C. D. his Executors, Administrators and Assigns, the Messuage or Tenement, with the Appurtenances, and all and singular the Premises above mentioned to be hereby demised, from the end of the said Term of, &c. hereby granted for the further Term of, &c. at and under the same yearly Rent; and under the same Covenants, Conditions and Agreements, as are herein before mentioned and contained on the Tenant's Part, to be paid, done and performed, by the said C. D. at the time of sealing such Indenture of Lease, also signing, sealing, and in due Form of Law executing a Counterpart thereof.

That a Tenant shall not permit any Undertenant, &c. to use such a Trade.

And lastly, the said C. D. for himself, his Executors and Administrators, doth covenant and grant to and with the said A. B. his

his Executors and Administrators, that he the said C. D. his Executors and Administrators, shall not nor will take, or permit, or suffer to be taken into the said Messuage hereby demised, or any Part thereof, either as Undertenant, Lodger, Lamee, or otherwise, during the said Term, any Person or Persons using the Trade of, &c. or buying, selling, or furnishing, &c. or following any other Business now carried on by the said A. B. or any thing relating thereto.

And also that he the said C. D. his Executors, Administrators and Assigns, shall and will at his and their own proper Costs and Charges, from time to time, and at all times, during the said Term hereby granted, find and provide to and for the Steward and Officers of the said W. B. his Heirs and Assigns, for the time being, at such time and times as they shall come to keep Court, or survey the said Manor, &c. sufficient and convenient Man's Meat, Horse-Meat and Lodging, so as they exceed not the Number of six Persons and six Horses at any such time, and so as they come thither not above twice in any one Year, and continue there not above one Day and one Night at any of those times.

And the said C. D. for himself, his Executors, Administrators and Assigns, doth covenant to and with the said A. B. his Heirs and Assigns, that he the said C. D. shall and will from time to time, during the said Term, permit and suffer the said A. B. (his Heirs and Assigns, or his or their Steward for the

Covenant that a Lessee shall entertain the Steward and Officers at time of Court-keeping.

That the Lessee do suffer the Lessor to keep Court yearly in part of the Messuage, and provide an Entertainment for time the Steward.

time being yearly, at two several times in the Year to keep and hold his and their Court and Courts for the said Manor of, &c. in the Hall, and other convenient Places of the said Capital Messuage hereby demised, upon reasonable Warning given of the Day appointed for keeping thereof, without any Let or Interruption of or by the said C. D. his Executors, Administrators and Assigns. And also that he the said C. D. his Executors, Administrators and Assigns, shall and will, at his or their own proper Costs and Charges, find, allow and provide convenient, wholesome and sufficient Meat, Drink, and other Entertainment for the said Steward of the said A. B. his Heirs or Assigns, and his Servants and Attendants and Horses that shall be sent by the said A. B. his, &c. twice a Year for the keeping of the Courts of the said Manor of, &c. as aforesaid, for the space of one whole Day and a Night at each and every time.

**To find Meat
and Drink and
Lodging for a
small Family,
and Servant,
and to keep Her-
ses.**

To find Meat and Drink and Lodging for a small Family, and Servant, and to keep Horses.

And also that he the said C. D. or his Assigns, shall and will, at his and their own proper Costs and Charges, find, provide and allow unto the said A. B. and E. his Wife, and to one Man-Servant and one Woman-Servant, to attend upon them for and during the Term of, *Or*, sufficient, necessary and convenient House-room, Meat, Drink and Lodging, *Or* or in the now Dwelling House of him the said C. D. or elsewhere, wherein he shall dwell and inhabit (or in the Messuage, *Or* hereby granted) in the same and at good Manner

and Order as he the said C. D. doth and shall provide for himself and his own Family. And also shall and will, during the said Term of, &c. find, provide and allow sufficient and convenient Stable-room, Hay, Provender, Straw and Grass, for two Geldings, Horses or Mares of the said A. B. and E. and in such Place and Manner as the best Horses, Geldings and Mares of the said C. D. shall have Stable-room, Hay, Straw, Provender and Grass, during the said Term.

And the said C. D. Party to these Presents, for himself, his Executors, Administrators and Assigns, doth covenant and grant to and with the said A. B. his Heirs and Assigns, by these Presents, That he the said C. D. his Executors, Administrators and Assigns, shall and will, well and truly pay or cause to be paid unto the said A. B. his Heirs and Assigns, the yearly Rent of, &c. above reserved, at the Days and Times, and in Manner and Form above expressed, according to the true Intent and Meaning of these Presents.

- And the said C. D. for himself, his Executors, Administrators and Assigns, doth covenant and grant to and with the said A. B. his Heirs and Assigns, that he the said C. D. his Executors, Administrators and Assigns, shall and will well and truly pay or cause to be paid unto the said A. B. his Heirs and Assigns, the said yearly Rent and Heriots above reserved, at the Days and Times and in Manner and Form above expressed, according to the true Intent and Meaning of these Presents,

C. C. A. and

and that clear of and over and above all Taxes and Reprises whatsoever.

*In a Freehold-
Lease.*

And the said C. D. for himself his Heirs, and Assigns; doth covenant and grant to and with the said A. B. his Heirs and Assigns, That he the said C. D. his Heirs and Assigns, shall and will well and truly pay or cause to be paid unto the said A. B. his Heirs and Assigns, the said yearly Rent of, &c. above reserved, at the Days and Times above expressed, according to the true Intent and Meaning of these Presents.

*Lessee to pay
Rents, and
perform all
Covenants.*

All which Rents, Heriots, Reservations, Clauses and Agreements, which on the Part and Behalf of the said C. D. his Executors, Administrators and Assigns, are and ought to be paid, yielded, done, observed, performed and kept, he the said C. D. for himself, his Executors, Administrators and Assigns, doth hereby covenant, promise and grant to and with the said A. B. his Heirs and Assigns, well and truly to yield, pay, do, observe, perform and keep according to the true Intent and Meaning of these Presents.

*Assignee to pay
Rents reserved
on a Lease, and
perform all Co-
venants.*

And the said C. D. for himself, his Executors and Administrators, doth covenant and grant to and with the said A. B. his Executors, Administrators and Assigns, that he the said C. D. his Executors, Administrators or Assigns, shall and will from time to time, and at all times hereafter, well and truly pay or cause to be paid the said yearly Rent of, &c. reserved in and by the said recited Indenture, and observe, perform and keep all and singular the Covenants and Agreements in the same Indenture

ture contained, which on the Part and Be-
half of the said *A. B.* his Executors, Admini-
strators or Assigns, are or ought to be
observed, performed and kept according to
the Purport of the said recited Indenture.
And the said *C. D.* for himself, his Exe-
cutors, Administrators and Assigns, doth
covenant and grant to and with the said
A. B. his Executors, Administrators and
Assigns, That he the said *C. D.* his Execu-
tors, Administrators or Assigns, shall and
will yearly, during the Remainder of the
said Term, well and truly pay or cause
to be paid unto the said *A. B.* his Execu-
tors, Administrators or Assigns, the Sum of,
&c. towards the Quit-Rents, due and paya-
ble to the Lord of the said Manor, by Vir-
tue of the said recited Indenture of Lease;
and the said *A. B.* for himself, his Execu-
tors, Administrators and Assigns, doth co-
venant and grant to and with the said
C. D. his Executors, Administrators and
Assigns, That he the said *A. B.* his Exe-
cutors, Administrators and Assigns, shall
and will from time to time, and at all times,
during the Remainder of the said Term
above recited, bear, pay and discharge the
Residue of the said Quit-Rents reserved,
due or payable in and by the said recited
Indenture of Lease, at such time and times,
and in such Manner and Form, as by the
same Indenture the same are reserved or
ought to be paid; and also shall and will
observe, perform and keep all and every
the Covenants and Agreements in the said
recited Indenture of Lease contained, which

*To pay Quit-
Rents by two
Persons, and
one perform
Covenants and
indemnify the
other, and the
Lands from it.*

on the Part and Behalf of the said *A. B.* his Executors and Administrators, are to be observed and performed; and shall and will free and indemnify the said *C. D.* his Executors and Administrators, and the said Ground hereby assigned to him of and from the same.

Covenant that the Lessee shall repair a Messuage in a Freehold Lease.

And also that the said *C. D.* his Heirs and Assigns, shall and will from time to time, and at all times during the said Term hereby granted, well and sufficiently repair, maintain, sustain, uphold, amend and keep the before demised Messuage or Tenement and Premises, and every Part thereof, with the Appurtenances, in, by and with all and all manner of needful and necessary Reparations whatsoever, when and as often as need shall require; and the same so well and sufficiently repaired, maintained, sustained, upheld and kept in the End, Expiration, or other sooner Determination of the said Term hereby granted, unto the said *A. B.* his Heirs and Assigns, shall and will peaceably and quietly leave and yield up.

That the Lessee shall keep and maintain Fences, Hedges and Ditches, &c. of Lands in repair, in a Chattel-Lease.

And the said *C. D.* for himself, his Executors, Administrators and Assigns, doth covenant and grant to and with the said *A. B.* his Heirs and Assigns, That he the said *C. D.* his Executors, Administrators and Assigns, or some or one of them, at his and their, or some or one of their own proper Costs and Charges, shall and will from time to time, and at all times during the said Term, well and sufficiently repair, amend, maintain, hedge and ditch, cleanse and keep all the Hedges, Ditches and Fences

ces of and belonging to the Premises hereby demised, when and as often as need shall require; and the same so well and sufficiently repaired, amended, maintained, hedged, ditched, cleansed and kept, at the End of the said Term hereby granted, unto the said A. B. his Heirs and Assigns, shall and will peaceably and quietly leave and yield up.

And the said C. D. for himself, his Executors, Administrators and Assigns, doth covenant and grant to and with the said A. B. his Heirs and Assigns, That he the said C. D. his Executors, Administrators and Assigns, or some or one of them, at his and their, or some or one of their own proper Costs and Charges, shall and will from time to time, and at all times during the said Term hereby granted, determinable as aforesaid, well and sufficiently repair, maintain, sustain, uphold, amend, fence, hedge, ditch, and keep all and singular the before demised Messuage, Tenement and Premises, in all and all manner of needful and necessary Reparations and Amendments whatsoever, when and as often as need shall require, (having and taking in and upon the said Premises sufficient Boots for the doing thereof, if the same be there to be had, without committing any Waste or Spoil, to be spent and employed in and upon the said Premises only, and not elsewhere) and the same being so well and sufficiently repaired, maintained, sustained, upheld, amended, fenced, hedged, ditched, and kept, at the End, Expiration, or other sooner

That the Lessee shall repair in a Chattel Lease of a Messuage and Lands, having Boots on the Premises.

Determination of the said Term hereby granted, unto the said *A. B.* his Heirs and Assigns, shall and will peaceably and quietly leave and yield up.

Lessee to repair Fences, in a Lease in Reversion of Lands.

And also that he the said *C. D.* his Executors, Administrators and Assigns, or some or one of them, at his and their, or some or one of their own proper Costs and Charges, shall and will from time to time, and at all times, after the Commencement of the said Term hereby demised, and during the Continuance thereof, well and sufficiently repair, amend, maintain, hedge, ditch, cleanse and keep all the Hedges, Ditches and Fences of and belonging to the said demised Premises, when and as often as need shall be or require; and the same so well and sufficiently repaired, amended, maintained, hedged, ditched, cleansed and kept, in the End or other sooner Determination of the said Term hereby granted, unto the said *A. B.* his Heirs and Assigns, shall and will quietly leave and yield up.

To take Timber on the Premises for Repairs.

And the said *A. B.* for himself, his Heirs and Assigns, doth covenant and grant to and with the said *C. D.* his Executors, Administrators and Assigns, That he the said *C. D.* his Executors, Administrators and Assigns, shall and may from time to time, during the said Term, have and take in and upon the said Premises (if there to be found) sufficient Timber for repairing the said Messuage and Premises, to be spent and used thereupon, and not elsewhere, without doing Waste,

And

And also that he the said C. D. his Executors, Administrators and Assigns, shall not, neither will at any time during the said Term hereby granted, do or commit, or permit or suffer to be done or committed, any wilful or voluntary Waste, Spoil or Destruction, in or upon the said Premises, or any Part thereof.

And also that he the said C. D. his Executors, Administrators and Assigns, shall and will, from time to time, and at all Times, during the said Term, upon every reasonable Summons, and Warning to him or them to be given or left at the Messuage hereby demised, for him or them to be and personally appear, and do his and their Suit and Service at and unto all and every the Court and Courts of him the said A. B. his Heirs and Assigns, so be from time to time holden and kept for the Manor of, &c. aforesaid, and then and there shall and will do and perform such reasonable Service as other the Tenants of the said Manor have been accustomed, or ought to do; and also shall and will observe, perform and keep all and every such reasonable Orders and By-Laws as shall be made at the said Court or Courts, or any of them, by the Homage there, or the greater Number of them; and in Default thereof, shall and will pay all such Amerciaments, Pains, Penalties and Forfeitures, as shall be set on, forfeited or lost, by reason of the Breach and Non-keeping of the said Orders and By-Laws, or any of them.

Lessee not to commit Waste, &c.

To do Suit of Court, observe By-Laws, &c. or on Default, &c. pay Amerciaments, Pains, &c.

*To peaceably
enjoy Lands
granted by
Chattel-
Lease,*

And the said *A. B.* for himself, his Heirs and Assigns, doth covenant and grant to and with the said *C. D.* his Executors, Administrators and Assigns, That (for and under the Rent, Covenants and Agreements herein before mentioned and contained) it shall and may be lawful to and for the said *C. D.* his Executors, Administrators and Assigns, from time to time, and at all times, during the said Term hereby granted, quietly and peaceably to have, hold, use, occupy, possess and enjoy the said Messuage, Tenement and Premises hereby demised, and every Part and Parcel thereof, with the Appurtenances (except before excepted) without the lawful Let, Suit, Trouble, Interruption or Denial of the said *A. B.* his Heirs or Assigns, or of any other Person or Persons whatsoever, lawfully claiming or to claim any Right, Title, or Interest from, by, or under him, them, or any or either of them.

*Another Cov-
enant of the
like Nature.*

And the said *A. B.* for himself, his Heirs and Assigns, doth covenant and grant to and with the said *C. D.* his Executors, Administrators and Assigns, by these Presents, That (by and under the yearly Rent, Heriots, Covenants and Agreements herein before mentioned and contained) he the said *C. D.* his Executors, Administrators and Assigns, shall and may peaceably and quietly have, hold, use, occupy, possess and enjoy the before demised Premises, and every Part thereof, with the Appurtenances (except before excepted) for and during all the said Term hereby granted

(de-

(determinable as aforesaid) without the Let, Suit, Trouble, Molestation, Disturbance or Denial of him the said *A. B.* his Heirs or Assigns, or of any other Person or Persons whatsoever lawfully claiming, or to claim any Right, Title or Interest therein, or thereunto, from, by, or under him, them or any of them, or from, by or under, &c. late of, &c. deceased.

And the said *A. B.* doth for himself, his Heirs and Assigns, covenant and grant to and with the said *C. D.* his Executors, Administrators and Assigns, by these Presents, That (for and under the yearly Rents, Heriots, Covenants and Agreements, before in and by these Presents mentioned and contained) he the said *C. D.* his Executors, Administrators and Assigns, shall and may peaceably and quietly have, hold, use, occupy, possess and enjoy all and singular the before demised Premises, with the Appurtenances, for and during the said Term, hereby granted (commencing and determining as aforesaid) without the lawful Let, Suit, Trouble, Interruption or Denial of the said *A. B.* his Heirs or Assigns, or of any other Persons whatsoever, lawfully claiming or to claim by or under him, them, or any or either of them.

Lessee to peaceably enjoy in a Lease in Reversion.

And the said *A. B.* for himself, his Heirs and Assigns, doth covenant and grant to and with the said *C. D.* his Heirs and Assigns, That (by and under the Rent, Covenants and Agreements in these Presents mentioned and contained) it shall and may be lawful to and for the said *C. D.* his Heirs,

The like in a Freehold. Lease.

Heirs and Assigns, from time to time, and at all times during the said Term hereby granted, quietly and peaceably to have, hold, use, occupy, possess and enjoy the said Messuage or Tenement and Premises hereby demised, and every Part and Parcel thereof; with the Appurtenances, without any Molestation, Interruption or Denial of or by the said A. B. his Heirs or Assigns, or of any other Person or Persons whatsoever, lawfully claiming or to claim any Right, Title or Interest therein or thereunto from, by and under him, them, or any or either of them.

Letter of Attorney to deliver Possession.

And the said A. B. hath made, constituted and appointed, and by these Presents doth make, &c. E. F. and G. H. of, &c. his true and lawful Attorneys, jointly and severally for him, and in his Name, to enter into and upon all and singular the before demised Premises, or into some Part thereof, in the Name of the whole, and peaceable Possession and Seisin thereof, or of some Part thereof, in the Name of the whole to take; and after such Possession and Seisin thereof so had and taken, then the like peaceable Possession and Seisin thereof, or of some Part thereof, in the Name of the whole, to deliver over unto the said C. D. or to his Attorney or Attorneys in that Behalf lawfully authorized, to hold to him the said C. D. his Heirs and Assigns, according to the Purport, true Intent and Meaning of these Presents, hereby ratifying and allowing all and whatsoever his said Attorneys, or either of them shall do in

In the Premises by Virtue of these Presents.

And lastly, the said C. D. for himself, his Heirs, Executors and Administrators, doth hereby declare and agree, that the Purchase-Money paid as aforesaid, was the proper Moneys of, &c. and that this Lease made to the said C. D. is so made in Trust only, and to and for the Use and Benefit of the said, &c. for and during the Term of his natural Life, &c. and afterwards for the Use of, &c. and to and upon no other Account, Use or Trust whatsoever.

That a Lease is made to a Man in Trust for another Person.

And lastly, it is hereby covenanted and agreed by and between the said Parties to these Presents, That the said C. D. shall and may have free Liberty to exchange either of the Lives now in being on the Premises aforesaid *gratis*, without paying any Fine for the same to the said A. B. his Heirs or Assigns, provided such Alteration and Exchange of one of the said Lives be made within the space of two Years next ensuing the Date of this present Indenture; and that all the said Lives now upon the said Premises be then and at that time living and in good Health; but on no other Conditions whatsoever, any thing herein contained, &c.

Covenant giving a Lessee Liberty to exchange any of the Lives on a Chattel Lease, within a time limited.

And it is covenanted, granted, concluded and agreed upon by and between the said Parties to these Presents, and hereby so declared, That in case the said A. B. his Executors or Administrators, shall at any time hereafter renew and take a new Lease, and further Estate, Term or Interest in the Messuage and Lands granted to him by the said

Covenant to assign Leasehold Lands, on renewing the Lease.

said Original recited Indenture from the Lord of the said Manor of, &c. that then the said *A. B.* his Executors or Assigns, shall and will, after such Renewal, at the Request of the said *C. D.* his Executors or Administrators, and upon Payment to him the said *A. B.* of a proportionable Share of the Fine paid for such Renewal, having Respect to the Value of the whole Estate so renewed, at the Costs of the said *C. D.* assign the said Close and Premises, and all his Estate and Term therein so renewed, unto the said *C. D.* his Executors, Administrators or Assigns, under the like Covenants, Clauses and Agreements as are herein contained.

*Lease to At-
torn on Sale of
the Reversion.*

And also that the said *C. D.* his Executors, Administrators and Assigns, shall and will at any time hereafter, during the said Term, upon reasonable Request to him made by the said *A. B.* his Heirs or Assigns, attorn Tenant to any Person or Persons, to whom the said *A. B.* his Heirs or Assigns, shall or may grant the Reversion of the Premises hereby demised, or any Part thereof; and shall and will pay to such Grantee or Grantees, his or their Heirs and Assigns, the said yearly Rent hereby reserved, or so much thereof as shall belong and be payable to such Grantee or Grantees, his or their Heirs and Assigns, as aforesaid.

*To make a
Lease of Lands.*

And that he the said *A. B.* his Heirs or Assigns, shall and will, on or before, &c. next coming, make, seal, and deliver unto the said *C. D.* his Executors, Administra-
tors

tors and Assigns, a good and sufficient Lease in the Law of all that Messuage, &c. for the Term of, &c. to begin and take Effect from, &c. under the yearly Rent of, &c. with a Covenant to be therein contained for the said C. D. his Executors, &c. to repair the said Messuage, &c. during the said Term, and with a Covenant from him the said A. B. his, &c. to permit the said C. D. his Executors, Administrators and Assigns, peaceably to enjoy the said Messuage and Premises, on paying the said yearly Rent, and performing the Covenants: And other Covenants usual in Indentures of Lease of Lands or Tenements, let at a Rack-Rent for a Term of Years.

And the said A. B. for himself, his Executors, Administrators and Assigns, doth covenant and grant to and with the said C. D. his Executors, Administrators and Assigns, That he the said A. B. shall and will, on or before, &c. at the Costs and Charges of the said C. D. his Executors or Assigns, assign and grant over unto the said C. D. his Executors, &c. the said Messuage or Tenement and Premises above mentioned to be granted to the said A. B. in and by the said recited Indenture of Lease, and all his Estate, Right, Title, Interest, Claim and Demand, of, in, and to the same; To have and to hold the said Messuage or Tenement and Premises, and every Part thereof, with the Appurtenances, unto the said C. D. his Executors, Administrators and Assigns, for and during all the Rest and Residue of the said Term of, &c. which shall

To make an Assignment of a Lease.

*To surrender
Copyhold
Lands.*

shall be then to come and unexpired, of and in the same, by Virtue of the said recited Indenture of Lease.)

And also that he the said *A. B.* shall and will, at the next Court to be holden in and for the said Manor of, &c. surrender and yield up into the Hands of *W. B. Esq;* Lord of the said Manor, or into the Hands of the Lord of the said Manor, for the time being, according to the Custom of the said Manor, all that Copyhold Messuage, or Tenement, with the Appurtenances situate, &c. within the said Manor of, &c. and all his Estate, Right, Title and Interest of, in, and to the same, to the Use of the said *C. D.* and his Heirs.

(Or thus.) That he the said *A. B.* shall and will, at the next Court-Baron to be held for the said Manor of, &c. or at any other time or times, upon the Request and at the Costs and Charges of the said *C. D.* or his Heirs, surrender into the Hands of the Lord of the said Manor, or into the Hands of the Steward thereof, or otherwise, according to the Custom of the said Manor, to the Use of the said *C. D.* his Heirs and Assigns, the aforesaid Tenement, and all the Lands, Meadows, Pastures, Feedings and Commons to the same belonging or appertaining, and all his Estate, Title, Claim and Demand whatsoever, in and to the same.

*To surrender
Copyhold of In-
heritance to
Uses on a Mar-
riage, by way
of Settlement
and future Assurance.*

And also that he the said *A. B.* shall and will at any time hereafter, upon the reasonable Request, and at the Costs and Charges of the said *C. D.* his Heirs, Executors or Administrators, surrender in due Form

Form of Law, and according to the Cuſtom of the Manor of, &c. aforeſaid, the ſaid Meſſuages, Tenements, Lands and Pre-miſſes above mention'd, and every Part and Parcel thereof, with the Appurtenances, to and for the ſeveral Uſes, Intents and Purpoſes herein-after mentioned (or as near the ſame as the Cuſtom of the Manor of, &c. aforeſaid will admit) and to and for no other Uſe, Intent or Purpoſe whatſoever, (that is to ſay) to the Uſe and Behoof of the ſaid A. B. for and during the Term of his natural Life; and after his Deceafe, to the Uſe and Behoof of the ſaid E. D. his intended Wife, for and during the Term of her Life; and after the Deceafe of both them the ſaid A. B. and E. D. then to the Uſe and Behoof of the firſt Son of the Body of the ſaid A. B. on the Body of the ſaid E. lawfully to be begotten, and of the Heirs of the Body of ſuch firſt Son lawfully iſſuing; and for Default of ſuch Iſſue, to the Uſe and Behoof of the 2d, 3d, 4th, 5th, 6th, 7th, 8th, 9th and 10th, and all and every other Son and Sons of the Body of the ſaid A. B. on the Body of the ſaid E. D. lawfully to be begotten, ſeverally and ſucceſſively one after another, in Order and Courſe as they ſhall be in Seniority of Age and Priority of Birth, and of the ſeveral and reſpective Bodies of ſuch Son and Sons reſpectively and ſucceſſively iſſuing, the Elder of ſuch Sons, and the Heirs of his Body, always to be preferred before the Younger of ſuch Sons, and the Heirs of their Bodies iſſuing reſpectively; and for and in Default of ſuch Iſſue, then to the

the Use and Behoof of the first Daughter, &c. and for Default of such Issue, then to the Use and Behoof of the Heirs of the Body and the said *A. B.* lawfully to be begotten; and for want of such Issue, then to the Use and Behoof of the Right Heirs of the said *A. B.* for ever, according to the Custom of the Mannor, of, &c. aforesaid.

*To grant an
Annuity with
Clauses of Dis-
tress.*

And that the said *A. B.* or his Heirs shall and will on, or before, &c. by good and sufficient Assurances in the Law, grant and assure, or cause to be granted and assured, unto the said *C. D.* his Heirs and Assigns, one Annuity or yearly Rent of, &c. to be going and issuing out of so much Lands and Tenements as now are, and at the time of such Assurance made, shall be of the clear yearly Value of, &c. *per Ann.* over and above all Charges and Reprises, of which Lands the said *A. B.* shall be sole seized in his Demesne as of Fee, payable and to be paid unto the said *C. D.* his Heirs and Assigns, for ever, on the Feasts of, &c. yearly. And also that he the said *A. B.* or his Heirs, at the time of granting the said Annuity, shall and will charge the said Land with a sufficient Clause of Distress; That if the said Annuity or yearly Rent shall be at any time behind, when it ought to be paid, that it shall be lawful for the said *C. D.* his Heirs and Assigns, to enter into the said Lands and Tenements, and there to distrain; and the Distress and Distresses there found, to lead, drive, and carry away and detain and keep until the said Annuity, with the Arrearages thereof (if any shall be), shall be fully satisfied and paid. And

And the said A. B. for himself, his Heirs and Assigns, doth covenant and grant to and with the said C. D. his Executors, Administrators and Assigns, That he the said A. B. his Heirs or Assigns, shall and will well and truly pay, or cause to be paid, unto the said C. D. or his Assigns, the said Annuity, or yearly Rent-Charge of, &c. above mentioned, at the Days and Times, and in Manner and Form above expressed, according to the true Intent and Meaning of these Presents. And also that the Messuages, Lands, Tenements and Hereditaments, above mentioned to be charged or chargeable with the said Annuity or yearly Rent-Charge hereby granted, shall from time to time be and continue overt and sufficient for the Payment of the said Annuity yearly during the Life of the said C. D.

To pay an Annuity, and that Lands shall be sufficient for it.

And also that the said Messuage, &c. and every Part thereof, now are, and so shall hereafter remain, continue and be, during the Term of the natural Life of the said C. D. as aforesaid, overt, chargeable, sufficient and liable to and for the Distress of said C. D. for the Non-payment of the said Annuity or annual Rent-Charge of, &c. and for the Arrearages thereof, if any shall happen to be. And further, That the said A. B. his Heirs and Assigns, and all and every other Person or Persons which now are, or hereafter shall be seized of the said Messuage, &c. and of every or any Part or Parcel thereof, shall and will at all times, during the natural Life of the said C. D. pay or cause to be paid unto the said C. D.

Another Covenant of the like Nature.

The Conveyancer's Guide, &c.

the said Annuity or Annual Rent of, &c. at the times before in these Presents limited, according to the true Intent and Meaning of these Presents.

That Lands shall be liable to distress for Annuities.

And the said *A. B.* for himself, his Heirs and Assigns, doth covenant and grant to and with the said *C. D.* his Executors, Administrators and Assigns, That the said Messuages and Premises above mentioned shall remain, continue and be at all times hereafter chargeable with and liable to all and every the Distress and Distresses of the said *C. D.* and his Assigns, there to be had and taken at any time, for Default of Payment of the said Annuity, and Pain and Pains aforesaid, to be forfeited as aforesaid, or any Part thereof, according to the Purport and true Intent and Meaning of these Presents.

Right to charge Lands with Annuities.

And the said *A. B.* doth covenant and grant to and with the said *C. D.* That he the said *A. B.* at the time of the sealing and delivering of these Presents hath full Power, good Right and lawful Authority to charge the said Messuages, &c. with the Payment of the said Annuity or annual Rent of, &c. in manner aforesaid.

And to make further Assurance.

And further, the said *A. B.* for himself and his Heirs, doth covenant and grant to and with the said *C. D.* That if it shall be found hereafter that the Assurance of the said Annuity by these Presents made, shall not be a full and sufficient Assurance thereof to the said *C. D.* that then upon Notice thereof given, and Request made to the said *A. B.* or his Heirs, by the said *C. D.*

C. D. or his Assigns, the said A. B. and his Heirs, shall at his and their own Costs and Charges in the Law, make all and every such further and other Assurance and Assurances to the said C. D. of the said Annuity for the Term of his natural Life, as by the said C. D. or his Counsel learned in the Law shall be reasonably devised, advised and required.

And the said A. B. for himself, his Executors, Administrators and Assigns, doth *Covenant that a Man hath Right to sell and assign Annuities.* covenant and grant to and with the said C. D. and E. F. their Executors, Administrators and Assigns, that he the said A. B. now hath good Right, full Power and lawful Authority in his own Right to sell, assign, and transfer the said Annuities, and the Orders and Talleys thereon made, unto the said C. D. and E. F. their Executors, Administrators and Assigns, to hold to them their Executors, Administrators and Assigns, for and during the Remainder of the said Term of 99 Years, upon the several Trusts herein before expressed and declared, according to the true Intent and Meaning of these Presents. And also that the said Annuities shall and may at all times hereafter be, remain and continue to, for and upon the several Trusts, Intents and Purposes herein before expressed and declared of and concerning the same. *That the Annuities shall remain in Use.*

And further, That he the said A. B. and *And to make future Assignments.* his Executors and Administrators, and all and every other Person and Persons, and his and their Executors and Administrators, any thing having or lawfully claiming in the said Annuities, or either of them, by
D d 2 from

from or under him; shall and will at any time or times hereafter, upon the reasonable Request of the said C. D. and E. F. their Executors, Administrators and Assigns, make, do and execute, or cause or procure to be made; done and executed, all and every such further and other lawful and reasonable Act and Acts, Thing and Things, Devises and Assurances in the Law whatsoever, for the further, better, and more perfect assigning and transferring of the said several Annuities unto the said C. D. and E. F. their Executors, Administrators and Assigns, for and during the Remainder of the said Term of 99 Years, to, for and upon the several Trusts, Intents and Purposes herein before expressed and declared, according to the true intent and meaning of these Presents, as by the said C. D. and E. F. their Executors, Administrators and Assigns, or their or any of their Counsel learned in the Law, shall be reasonably devised or advised and required.

*To enjoy and sell
and carry a
way Timber
bought, &c.*

And the said A. B. for himself, his Heirs, Executors, Administrators and Assigns, and for every of them, doth covenant and grant, to and with the said C. D. his Executors, Administrators and Assigns, and every of them by these Presents, That he the said C. D. his Executors, Administrators or Assigns, shall and may peaceably and quietly have, hold, take, receive and enjoy all and singular the said Timber, Trees, or other Trees and Premises herein or hereby mentioned or intended to be granted, bargained and sold, and every part

part thereof, with Liberty to fell, cut, fetch and carry away the same, at his and their free Will and Pleasure, to his and their proper Use and Uses for ever, without any Let, Trouble, Molestation, Disturbance or Denial of him the said A. B. his Heirs or Assigns, or any Person or Persons lawfully claiming or to claim from, by or under him or them, or any or either of them.

And the said A. B. for himself, his Executors, Administrators and Assigns, doth ^{Ingress and Egress to carry away Wood.} covenant and grant to and with the said C. D. his Executors, Administrators and Assigns by these Presents, That he the said C. D. his Executors and Assigns, shall and may at all reasonable times have free Ingress, Egress and Regress, to and from the said Coppice Woods and Underwoods, with Horse, Cart and Carriage, at his Pleasure, for the felling, hewing, cutting down and carrying away the aforesaid Coppice Wood and Underwood, without the Let or Interruption of any Person or Persons whatsoever.

And the said C. D. for himself, his Executors, Administrators and Assigns, doth ^{To repair Fences destroyed in felling, &c.} covenant, promise and grant, to and with the said A. B. his Executors, Administrators and Assigns, That he the said C. D. his Executors or Assigns, at his or their own proper Cost and Charges, shall and will fence, amend and repair all the Hedges and Fences belonging to the said Coppice and Hedge-rows, as shall be broken, trodden down or otherwise wasted, by reason or occasion of the felling, cutting or carrying

rying away of the said Coppice-Wood and Underwood; for the Safeguard and Preservation of the young Springs growing in and upon the same.

*To pay Money
for Freight of
a Ship.*

And the said C. D. for himself, his Executors and Administrators; doth covenant, promise and grant, to and with the said A. B. his Executors, Administrators and Assigns by these Presents, That he the said C. D. his Executors, Administrators, Factors or Assigns, shall and will well and truly pay or cause to be paid unto the said A. B. his Executors, Administrators or Assigns, for the Freight of the said Ship and Goods, the Sum of, £s. within Twenty Days after the said Ship's arrival, and Goods discharged at, £s. aforesaid, for the end of the said Voyage; and also shall and will pay for Demorage (if any shall be by the Default of him the said C. D. his Factors or Assigns) the Sum of 20s. of, £s. per Day, daily and every Day at the same shall grow due.

*That an Account is true,
and hath not
released any
Debts therein
mentioned.*

And the said A. B. for himself, his Heirs, Executors and Administrators, doth covenant and grant, to and with the said C. D. and E. F. and either of them, their and either of their Executors and Administrators, by these Presents, in manner following, (that is to say) That the said account according to the Tenor of the aforesaid Ballance thereof, is just and true; and that he the said A. B. at any time heretofore hath not received, released or discharged, nor that he the said A. B. his Heirs, Executors, Administrators or Assigns,

at

at any time hereafter, shall or will receive release or discharge any of the Goods or Debts mentioned in the said Account, nor any part thereof, nor shall do any Act, Deed or Thing, to let or hinder the said C. D. and E. F. or either of them, of or in the receiving, recovering or enjoying of the same, nor any part thereof, without the Consent and Agreement of the said C. D. and E. F. their Executors and Assigns, first had and obtained in Writing.

And the said A. B. doth covenant with the said C. D. that he the said A. B. hath not, nor will receive the said Money due on the said Bond, or any part thereof, neither shall or will release or discharge the same, or any part thereof, but will own and allow of all lawful Proceedings for recovery thereof. He the said C. D. hereby agreeing to save the said A. B. harmless from any Costs that may happen to him thereby.

That both not received Money due on a Bond, nor will release the same, &c.

And each of them the said A. B. and C. D. for him and herself, severally and apart, and not jointly, and for his and her several Executors and Administrators doth severally covenant and grant, to and with the said E. F. his Executors and Assigns; and the said T. B. doth hereby agree and declare that the said last recited Bond now is and standeth in full force and effect, and that neither the said L. B. deceased in his Life-time, or they the said A. B. and C. D. since his Death, or either of them, their or either of their Executors or Administrators, have or hath released or dis-

That a Bond is in force, not released, &c. and to make further Assurance in an Assignment.

charged, or shall or will at any time hereafter release or discharge the same, or receive or discharge the Money thereon due, or any part thereof, without the Consent of the said E. F. his Executors or Administrators in Writing first had and obtained; but that they the said T. B. A. B. and C. D. their Executors and Administrators, shall and will do any further lawful and reasonable Act or Acts, Thing or Things, for the better assigning and conveying the said Obligation and the Money thereupon due or to become due, to the said E. F. his Executors, Administrators or Assigns, as by him or them, or either of them, or his or their or either of their Counsel learned in the Law, shall be reasonably devised or advised and required.

• To indemnify
a Man from
an Obligation.

And the said A. B. for himself, his Heirs, Executors, Administrators and Assigns, doth covenant, promise and grant, to and with the said C. D. his Heirs, Executors and Administrators, That he the said A. B. his Heirs, Executors and Administrators, shall and will well and truly acquit, discharge, save harmless and indemnify the said C. D. his Heirs, Executors and Administrators against the said T. B. his Executors, Administrators and Assigns, of, from and in respect of the said Obligation or Bond so entered into as aforesaid, and of and from all and all manner of Sums of Money, Debts, Penalties and Forfeitures contained in the same, or that shall or may in any wise be or arise against the said C. D. his Heirs, Executors or Administrators, or against

gainst his or their Lands, Tenements, Goods or Chattels, or any or either of them, for or by reason of the said Security or Bond so entered into by him as aforesaid, according to the true intent and meaning of these Presents.

And the said *A. B.* for himself, his Heirs, Executors and Administrators, doth further covenant and grant, to and with the said *C. D.* his Executors and Administrators, That if the said *C. D.* his Heirs, Executors or Administrators, or any or either of them, shall be sued or molested, upon or by reason of the said recited Bond, so by him entered into as aforesaid, then the said *C. D.* his Executors, Administrators and Assigns, shall and may at all times after such Suit and Molestation, lawfully, peaceably and quietly enter into, have, hold, occupy, possess and enjoy the said Messuage, Tenement and Premises hereby demised, and every Part thereof, with the Appurtenances, and receive and take the Rents, Issues and Profits of the same, to his and their own Use and Uses during the Term aforesaid, without the Let, Suit, Trouble, Denial, Interruption or Disturbance of the said *A. B.* or of any other Person or Persons whatsoever, and that free and clear of and from all former and other Leases, Gifts, Grants, Rents, Arrerages of Rents, Judgments, Executions, Recognizances, Estates, Titles, Troubles, Charges and Incumbrances whatsoever.

And

*To indemnify a
Person against
Actions and
Suits.*

And the said A. B. for himself, his Executors, Administrators and Assigns, doth also covenant, promise and agree, to and with the said C. D. his Heirs, Executors and Administrators by these Presents, That he the said A. B. his Executors and Administrators, shall and will from time to time, and at all times hereafter, well and sufficiently indemnify, save and keep harmless the said C. D. his Heirs, Executors and Administrators, and every of them, of and from all and all manner of Action and Actions, Cause and Causes of Actions, Suits, Quarrels, Controversies, Damages and Demands whatsoever which shall or may at any time or times hereafter happen, arise or be brought against him or them by the said T. B. his Executors, Administrators or Assigns, or by any other Person or Persons whatsoever, as Executor or Executors, Administrator or Administrators of the said, &c. for or on account of the Premises, by virtue, colour or pretence of the said Will, or otherwise howsoever.

*To indemnify a
Man from
Debts, and that
Lands assigned
shall be a Se-
curity for the
same.*

And it is covenanted, agreed and declared, by and between the said A. B. and the said C. D. and the said A. B. for himself, his Heirs, Executors and Administrators, doth covenant with the said C. D. his Heirs, Executors and Administrators, That in case it shall hereafter appear that there shall be any other Debts owing by the said T. B. which have not been paid, or are not comprised in the said Schedules hereto annexed, that then and in such case he the said A. B. his Heirs, Executors and Administrators will upon request to him or them made,

made, pay the same, and indemnify the said C. D. his Heirs, Executors and Administrators from the same. And the said A. B. doth hereby consent and agree, that the said Premises hereby granted and assigned, shall stand chargeable with, and be liable and subject to the Payment of the same; and that the said Premises shall stand a Security therefore, and for indemnifying the said C. D. his Heirs, Executors and Administrators therefrom, and from all Actions, Suits, Costs, Charges, Damages and Expences, which he or they shall at any time here-after sustain, or be put unto in respect thereof.

And the said A. B. for himself, his Executors and Administrators, doth covenant and grant to and with the said C. D. his Heirs, Executors, Administrators and Assigns, that he the said A. B. his Heirs, Executors and Administrators, shall and will at all times hereafter save harmless and keep indemnified the said C. D. his Heirs, Executors and Administrators, and his and their Lands and Tenements, Goods and Chattels, of and from all Costs, Charges, Damages and Expences, which he or they shall sustain, or be put unto, for or by reason of any Action or Suit that shall be brought in his Name, for any of the Debts, Duties, and other Things, due, owing and belonging to the said T. B. &c.

To save harmless from Actions, for recovery of Debts.

And the said C. D. for himself, his Executors and Administrators, doth covenant and grant to and with the said A. B. his Executors, Administrators and Assigns by these Presents, That he the said C. D. his Executors and Administrators, shall and will

To save harmless from Actions on a Bond.

will from time to time, and at all times hereafter, save and keep harmless the said *A. B.* his Executors and Administrators, of and from all and all manner of Actions, Suits, Costs and Expenses which shall or may arise unto or befall him or them by reason of any Suit to be brought or commenced, for or upon the said recited Obligation.

To save harmless from Expenses in prosecuting a Judgment.

And the said *G. D.* for himself, his Executors and Administrators, doth covenant and grant to and with the said *A. B.* his Executors and Administrators, That he the said *G. D.* his Executors and Administrators, shall and will from time to time, and at all times hereafter, well and sufficiently defend; save harmless and keep indemnified the said *A. B.* his Executors and Administrators, and his and their Lands and Tenements, Goods and Chattels, of, from and against all Costs, Charges, Damages and Expenses whatsoever, which they or either of them shall sustain or be put unto, for or by reason, or in respect of any Writ or Writs, Suits or Prosecutions, either in Law or Equity, which shall at any time or times hereafter, be had, sued out or prosecuted by the said *T. B.* her Executors or Administrators, or her or their Attorney or Attorneys, upon or by reason of the said recited Judgment, or by virtue, colour or Pretence of any Power or Authority hereby given, or herein contained.

To allow and maintain Actions for recovery of Debts, &c.

And, whatsoever lawful Actions, Suits, Process and Proceedings that shall be hereafter commenced, sued or prosecuted by the said *G. D.* his Executors, Administrators,

shall be and shall remain in full force and effect,

ors, or Assigns, against the said T. B. his Heirs, Executors or Administrators, touching the Premises, he the said A. B. doth promise to allow, maintain, justify, and confirm by these Presents, without releasing or discharging of the said T. B. his Heirs, Executors or Assigns of the said received Obligation, or of any Suit, Process, or Proceedings to be brought or commenced thereupon.

And the said A. B. for himself, his Executors and Administrators, and every of them, doth covenant, promise and grant, to and with the said C. D. his Executors and Administrators, and every of them by these Presents, That he the said A. B. his Executors and Administrators, and every of them, shall and will justify, allow, ratify and confirm all and whatsoever the said C. D. his Executors or Administrators shall lawfully do or cause to be done in or about the Premises; and that neither he the said A. B. his Executors nor Administrators, nor any of them, will revoke or make void this Letter of Attorney, nor any Authority thereby given to the said C. D. his Executors or Administrators; nor shall hereafter sue for or meddle with the said Debt or Judgment, further or otherwise than as the said C. D. his Executors or Administrators shall direct or advise.

To allow of Actions, and not revoke a Letter of Attorney, &c.

And the said A. B. for himself, his Heirs, Executors and Administrators, doth covenant and grant, to and with the said C. D. his Executors and Administrators, That he the said A. B. hath not received, released

That hath not received Debts, &c. except such a Sum, nor will release Debts or Actions.

OR

or discharged, neither shall or will he, his Executors or Administrators at any time hereafter, receive, release or discharge any of the said Debts, Duties, Sum or Sums of Money whatsoever in the said second Schedule mentioned to be due and owing, or any other Debt or Debts whatsoever, which on, &c. were due and belonging to the said, &c. as aforesaid, (except the Sum of, &c. he received of, &c.) neither shall or will, without the consent of the said C. D. release, discharge or otherwise avoid any Action, Suit or Prosecution that shall be brought or prosecuted for them, or any of them, but shall and will consent to all Proceedings whatsoever, that shall be brought in his Name, for any Debts, Duties, or other Things, due, owing or belonging to the said, &c.

That both we released or discharged a Judgment, or will revoke or disannul, but own Proceedings.

And the said A. B. for himself, his Executors and Administrators, doth covenant and grant, to and with the said C. D. his Executors, Administrators and Assigns, That he the said A. B. hath not released, impeached, hindered, discharged or avoided, nor shall or will at any time hereafter, do or cause to be done any act, matter or thing which may any ways release, impeach, discharge, hinder or avoid the said recited Judgment, or any Writs, Executions, Process or Proceedings whatsoever, at any time hereafter to be had and prosecuted thereon, nor shall or will revoke, alter or disannul these Presents, or any Power or Authority hereby given or granted, without the Direction or Consent of the said C. D.

C. D. his Executors, Administrators or Assigns, or some or one of them first had and obtained in Writing, but shall and will avow and own all such lawful Writs, Executions, Process and Proceedings as the said C. D. his Executors, Administrators or Assigns, or any other Person or Persons by his or their Procurement or Direction, shall bring, commence, sue or prosecute, upon or by reason of the said recited Judgment.

And the said A. B. for himself, his Executors, Administrators and Assigns, doth covenant and grant to and with the said C. D. his Executors and Administrators, That neither he the said A. B. his Executors, Administrators or Assigns, or any of them, or any other Person or Persons whatsoever, by his, their or any of their Means, Consent, Privy or Procurement, shall or will at any time hereafter, sue out any Execution or Executions upon the said Judgment against the said C. D. his Executors or Administrators, or his or their Goods, and Chattels, Lands or Tenements, or any ways sue, disturb, molest or trouble the said C. D. his Heirs, Executors or Administrators, for, touching or concerning the said Judgment above recited, or the Debt and Damages thereupon due and payable, or any part thereof.

Not to sue out Execution on a Judgment.

And the said A. B. for himself, his Heirs, Executors and Administrators, doth covenant, promise, grant and agree, to and with the said Commissioners, and to and with each and every of them, that he the said

To sell Lands and Goods, &c. assigned in Bankruptcy.

and in
a to be
And in
with Commis-
sioners.

said *A. B.* his Heirs, Executors or Administrators, or some or one of them, shall and will with all convenient speed, sell and dispose of the said Goods, Wares, Merchandizes and Premises for the most he can get for the same; and by all lawful Ways and Means sue for and recover the Debts mentioned in the said Schedule hereto annexed; and from and after the Recovery and Receipt thereof, shall and will upon reasonable Request and Notice in Writing to him for that purpose made or given by the said Commissioners, or by the major part of them, make and give a just, true and perfect Account unto the said Commissioners, of all such Sum and Sums of Money as he shall have raised by such Sale, as soon as he shall have received the same; and of all Sums of Money as he the said *A. B.* shall have raised and received out of the Debts hereby assigned by force and virtue of these Presents, and shall pay over all such Sums of Money as he shall have so raised, gotten, had or received, unto the said Commissioners, or the major part of them; or dispose thereof as they shall order, direct or appoint, to the end the said Commissioners may order, distribute, divide and dispose thereof, for and towards the Payment and Satisfaction of the Debts due and owing by the said *E. F.* to such of his Creditors who have already sought, or as shall hereafter in due time come in and seek Relief by virtue of the said Commission, and contribute towards the Charges thereof as aforesaid.

And also that he the said *A. B.* his Heirs, Executors and Administrators, shall and will from time to time, and at all times hereafter, well and sufficiently save, defend and keep harmless and indemnified the said Commissioners and every of them, their and every of their Executors and Administrators, and his and their Bodies, Lands and Tenements, Goods and Chattels, of and from all manner of Actions, Costs, Suits, Arrests, Losses, Damages and Expences whatsoever, which they or any of them shall or may suffer, sustain or be put unto, for or by reason of this present Deed of Assignment, or any other matter or thing whatsoever, lawfully done or executed by virtue of the said Commission, or their or any of their lawful Intermeddlings or Dealings in any of the Estates of the said *E. F.* by force, virtue or colour thereof.

And to save Commissioners harmless from Actions, Suits, &c.

And the said *A. B.* for himself, his Executors and Administrators, doth covenant and grant, to and with the said *C. D.* his Executors and Administrators, that he the said *A. B.* his Executors and Administrators, shall and will at any time during the said Terms above mentioned, at the Request, Costs and Charges of the said *C. D.* his Executors, Administrators and Assigns, make, seal and execute any other Assignment, Letter of Attorney, Power or Authority whatsoever, to empower him or them to receive and recover the said Annuity or yearly Sum of, &c. according to the purport and true meaning of these Presents.

To seal any other Assignment, Letter of Attorney, &c. by way of future Assurance.

E c

And

*To convey an
Estate to a Man
and his Heirs.*

And that he the said *A. B.* shall and will, on or before, &c. next, at the proper Costs and Charges in the Law of the said *C. D.* his Heirs and Assigns, by Fine, Bargain and Sale, or some other good and sufficient Conveyance and Assurance in the Law, well and sufficiently convey and assure unto the said *C. D.* and his Heirs, to the Use of him, his Heirs and Assigns for ever, all that Messuage, &c.

*Another to
Uses.*

And that he the said *A. B.* his, &c. shall and will before, &c. do, make and execute all and every such Act and Thing, Conveyance and Assurance in the Law, for the good and perfect conveying and assuring of all that Messuage, &c. to the said *C. D.* and the Heirs Male of his Body, with Remainders to the said *E. F.* and his Heirs for ever, as by the said *C. D.* his Heirs or Assigns, or his or their Counsel Learned in the Law, shall be reasonably devised and required, so as for the doing thereof the said *A. B.* his, &c. be not compelled to travel from the Place or Places of his or their Habitations or Abode, and do not enter into any further Warranty, &c.

*Covenant to
convey Lands in
Consideration of
a Sum of Money
on a Purchase.*

And the said *A. B.* and *E.* his Wife, do for themselves, their Heirs, Executors and Administrators, covenant, promise and agree, to and with the said *C. D.* That they the said *A. B.* and *E.* his Wife, for and in Consideration of the Sum of, &c. to be paid as herein after is mentioned, shall and will at or before, &c. next ensuing the Date hereof, at the Costs and Charges in the Law of the said *C. D.* make a good, perfect
and

and absolute Estate in Fee-Simple of the said Messuage, &c. whether by Fine or otherwise, as by the said C. D. or his Counsel, shall be advised.

(Or thus,) That he the said A. B. in Consideration of the Sum of, &c. to be paid as herein after is mentioned, doth hereby covenant and agree with the said C. D. That he the said A. B. shall and will at the Costs and Charges of the said C. D. on or before, &c. next coming, by such Conveyances, Ways and Means in the Law as his Counsel shall reasonably advise, well and sufficiently grant, convey and assure to the said C. D. and his Heirs, or to whom he or they shall appoint, and to such Uses as he or they shall direct, all that Messuage, &c. with Covenants to be therein contained, against all Incumbrances done or committed by him the said A. B. &c.

And the said C. D. for himself, his Heirs *To pay the Mo-* and Assigns, doth covenant and grant *ney on execut-* and with the said A. B. his Heirs and As- *ing the Con-* signs, That he the said C. D. shall and will *veyances.* on executing the said Conveyances. pay unto the said A. B. his Heirs or Assigns, the said Sum of, &c. as and for the Purchase-Money for the said Messuage and Premises above mentioned.

And it is further agreed, by and between *To enter on the* the said Parties to these Presents, That the *Premises im-* said C. D. his Heirs and Assigns, shall and *mediately on* may forthwith enter into and upon the said *paying Interest* Premises, and receive the Profits thereof *for the Pur-* to his and their own Use and Uses, paying *chase-Money.* to the said A. B. Interest for the said, &c.

after the rate of .5 l. per Cent. per Ann. from this Day until the said Conveyances shall be fully perfected and executed.

To levy a Fine of Lands sold.

And the said *A. B.* doth hereby also covenant with the said *C. D.* That he the said *A. B.* and *E.* his Wife, shall and will on or before, &c. next coming, levy a Fine, and make such further Assurances of all and singular the Premises above mentioned, unto the said *C. D.* his Heirs and Assigns, as shall be reasonably advised or required; and that the Mortgagees of the said Estate shall assign their Estates and Mortgages in and upon the said Premises, to the said *C. D.* his Heirs, Executors or Administrators, or to such Person or Persons as he or they shall appoint.

And Mortgagees to assign.

Covenant to convey and settle Lands on a Marriage.

And the said *A. B.* for himself, his Heirs and Assigns, doth covenant and grant, to and with the said *C. D.* and *E. F.* their Heirs and Assigns, That they the said *A. B.* and *E.* his intended Wife, in case the said intended Marriage shall take effect, shall and will within six Months after the same shall be had and solemnized, by Fine and other good and sufficient Conveyances in the Law, settle and assure all such Messuages and Tenements, whereof she is seised as aforesaid, with the Appurtenances, to the Use and Behoof of the said *A. B.* and his Assigns, during the Term of his natural Life; and from and after the Determination of that Estate, then to the Use and Behoof of the said *C. D.* and *E. F.* their Heirs and Assigns, during the natural Life of the said *A. B.* in Trust, to preserve and support

Support the contingent Remainders herein-
after limited: And from and after the De-
cease of the said *A. B.* then to the Use and
Behoof of the said *E.* his now intended
Wife, for and during the Term of her na-
tural Life, and from and after her Decease,
then to the Use and Behoof of the Heirs
of the Body of the said *E.* by the said *A. B.*
lawfully to be begotten, and for Default of
such Issue, then to the Use and Behoof of
the said *E.* her Heirs and Assigns for ever,
and to and for none other Use, Intent or
Purpose whatsoever.

And the said *A. B.* for himself, his Heirs *And to assign*
and Assigns, doth further covenant and *Terms to Us.*
grant, to and with the said *C. D.* and *E. F.*
their Heirs and Assigns, That they the
said *A. B.* and *E.* his intended Wife, shall
and will by like good and sufficient Con-
veyances in the Law, settle and assure the
said Messuage or Tenement, with the Ap-
purtenances, above mentioned to be situate,
&c. in such manner as that the same may
be held and enjoy'd, and the Rents and
Profits thereof may be had, received and
taken by the said *A. B.* and his Assigns,
during so many Years of the said Term as
he shall happen to live; and from and after
his Decease, then by the said *E.* his in-
tended Wife, and her Assigns, for and du-
ring so many Years of the said Term as she
shall happen to live, and from and after her
Decease, then by such Children of the said
E. by the said *A. B.* lawfully to be begot-
ten, in such manner as it may not be in
the Power of the said *A. B.* to defeat such
their

their Issue; and for Default of such Issue, then by the Executors and Administrators of the said E. and upon none other Trusts, and to or for none other Intent or Purpose whatsoever.

*To produce
Writings to justify a Title.*

And the said A. B. for himself, his Heirs, Executors, Administrators and Assigns, doth covenant and grant to and with the said C. D. his Executors, Administrators and Assigns, by these Presents, That he the said A. B. his Heirs, Executors, Administrators and Assigns, shall and will at any time or times hereafter, upon reasonable Request to be made to him or them, by the said C. D. his Executors, Administrators or Assigns, or upon Notice in Writing to be left at the most usual place of Residence of the said A. B. his Heirs, Executors, Administrators or Assigns, produce and shew forth in any Court or Courts, or before any Judge, or any other Person or Persons whatsoever, for the better confirming and assuring of the said Message, &c. unto the said C. D. his Executors, Administrators and Assigns, all such Deeds, Evidences and Writings concerning the said Premises, as the said A. B. his Heirs, Executors, Administrators and Assigns, or any of them now have, or at any time or times hereafter shall or may have in his, their, or any of their Custody or Possession, or may come by, without Suit in Law.

And

And lastly, That they the said *A. B.* and *C. D.* their Heirs and Assigns, shall and will from time to time, and at all times hereafter, upon the reasonable Request, and at the Costs and Charges of the said *E. F.* his Heirs and Assigns, produce and shew forth the several Deeds and Writings relating to the Title of the said Premises in the Schedule hereunto annexed, mentioned, in any Court of Record, or other Place, where he or they shall or may have Occasion for the same, for the Manifestation and Defence of his Title in and to the said Premises hereby granted.

To these Covenants may be added by way of Exception (Casualties of Fire, and other inevitable Accidents always excepted.)

And for the true Performance of all and every the Covenants, Articles and Agreements herein contained, each of them the said Parties doth bind himself, his Heirs, Executors and Administrators, unto the other Party, his Heirs, Executors and Administrators, in the Penal Sum of 500 *l.* of, &c. firmly by these Presents.

And the said *A. B.* for himself, his Heirs, Executors and Administrators, doth covenant and grant to and with the said *C. D.* his Executors, Administrators and Assigns, That he the said *A. B.* his Heirs, Executors or Administrators shall and will well and truly pay or cause to be paid unto the said *C. D.* his Executors, Administrators or Assigns, the said full Sum of, &c. in and upon the said, &c. next coming, without any Deduction or Abatement as aforesaid, according to the

true Intent and Meaning of these Presents.

*To pay Money
at two Pay-
ments.*

And the said *A. B.* for himself, his Heirs and Assigns, doth covenant and grant to and with the said *C. D.* his Executors, Administrators and Assigns, That he the said *A. B.* his Heirs or Assigns, shall and will well and truly pay, or cause to be paid unto the said *C. D.* his Executors, Administrators and Assigns, the said full Sum of 12 *l.* 10 *s.* of, &c. in and upon the said, &c. next coming. And also the said further full Sum of 5 12 *l.* 10 *s.* of, &c. in and upon the said, &c. which will be in the said Year of our Lord, &c. without any Deduction as aforesaid, according to the true Intent and Meaning of these Presents.

*Several en-
gage for one
to pay Money.*

And each of them the said *A. B.* and *C. D.* severally and apart, and not jointly, and for his several Heirs and Assigns, doth covenant and grant to and with the said *E. F.* his Executors, Administrators and Assigns, That he the said *A. B.* his Heirs or Assigns, shall and will well and truly pay, or cause to be paid unto the said *E. F.* his Executors, Administrators or Assigns, the said full Sum of, &c. in and upon the said, &c. next coming, according to the true Intent and Meaning of these Presents.

*To pay Money
with lawful
Interest, &c.*

And the said *A. B.* for himself, his Heirs and Assigns, doth covenant and grant to and with the said *C. D.* his Executors and Administrators, That he the said *A. B.* his Heirs or Assigns, shall and will well and truly pay, or cause to be paid unto the said
c. D.

C. D. his Executors, Adminiſtrators and Assigns, the ſaid Sum of, &c. in and upon, &c. with lawful Intereſt therefore, to and for his own proper Uſe and Benefit, without any Deduction as aforeſaid, according to the true Intent and Meaning of theſe Preſents.

And the ſaid A. B. for himſelf, his Heirs, Executors, Adminiſtrators and Assigns, and for every of them, doth covenant, promiſe and grant to and with the ſaid C. D. his Executors, Adminiſtrators and Assigns, by theſe Preſents, That he the ſaid A. B. his Executors, Adminiſtrators or Assigns, or ſome or one of them; ſhall and will well and truly pay, or cauſe to be paid unto the ſaid C. D. his Executors, Adminiſtrators or Assigns, the ſaid Sum of, &c. at one entire Payment, at the Time and Place before in the ſaid Proviſo or Condition mentioned for Payment thereof, without any Deduction and Abatement as aforeſaid.

And the ſaid A. B. doth for himſelf, his Heirs and Assigns, covenant and grant to and with the ſaid C. D. his Executors, Adminiſtrators and Assigns, That he the ſaid A. B. his Heirs or Assigns, ſhall and will well and truly pay, or cauſe to be paid unto the ſaid C. D. his Executors, Adminiſtrators or Assigns, the ſaid Sum of 12 l. 10 s. of, &c. in and upon the ſaid, &c. next coming. And alſo the ſaid further full Sum of 5 12 l. 10 s. of like, &c. in and upon the ſaid, &c. which will be in the ſaid Year of our Lord, &c. without any Deduction as aforeſaid, according to the true Intent

To pay Money according to the Proviſo.

To pay ſeveral Sums to ſeveral Perſons, &c. part whereof to be applied according to Marriage Articles.

The Parity.

Intent and Meaning of these Presents. And the said *A. B.* doth for himself, his Heirs and Assigns, covenant and grant to and with the said *E. F.* and *G. H.* their Executors, Administrators and Assigns, That he the said *A. B.* his Heirs and Assigns, shall and will well and truly pay, or cause to be paid unto the said *E. F.* and *G. H.* their Executors, Administrators and Assigns, the said Sum of 15 *l.* of, &c. in and upon the said, &c. next coming. And also the said further full Sum of 615 *l.* of like, &c. in and upon the said, &c. which will be in the said Year of our Lord, &c. without any Deduction whatsoever, to be by them applied according to the said Articles made on the Marriage of the said, &c. with *E.* his late Wife, deceased, and according to the true Intent and Meaning of these Presents.

*To pay a Sum
to a Man for
the Use of a
other Person,
&c. and an-
other Sum for
the Use of
himself.*

And the said *A. B.* for himself, his Heirs and Assigns, doth covenant and grant to and with the said *C. D.* and *E. F.* their Executors, Administrators and Assigns, That he the said *A. B.* his Heirs or Assigns, shall and will well and truly pay, or cause to be paid unto the said *C. D.* and *E. F.* their Executors, Administrators or Assigns, the said full Sum of, &c. in and upon, &c. to and for the sole Use and Benefit of the said *G. H.* and *E.* his Wife as aforesaid, without any Deduction as aforesaid, according to the true Intent and Meaning of these Presents. And the said *A. B.* for himself, his Heirs and Assigns, doth covenant and grant to and with the said *C. D.* his Executors and Administrators, That he the said

A. B.

A. B. his Heirs or Assigns, shall and will well and truly pay, or cause to be paid unto the said **C. D.** his Executors, Administrators and Assigns, the said Sum of, &c. and for his own proper Use and Benefit, without any Deduction as aforesaid, according to the true Intent and Meaning of these Presents.

And it is hereby further agreed and declared by and between the said Parties to these Presents, That it shall and may be lawful to and for the said **C. D.** his Executors, Administrators or Assigns, at any time or times hereafter, to pay off the said **E. F.** all Money due to him upon the said Mortgage, and to take an Assignment thereof to himself, or to any other Person in Trust for him; and that after Payment thereof, the said Premises shall stand chargeable with, and liable to the Payment of, not only all such Money as the said **C. D.** shall pay to the said **E. F.** but also of all Charges to be expended thereabout, with usual Interest for the same.

That Mortgagees may pay off another Mortgage, and take an Assignment of it to himself, and stands to be liable, &c.

And the said **C. D.** for himself, his Executors, Administrators and Assigns, doth covenant and grant to and with the said **A. B.** his Executors, Administrators and Assigns, That if the said **A. B.** his Executors, Administrators or Assigns, shall make true Payment of the said Sum of, &c. at the Day and Place herein before appointed for Payment thereof, that then he the said **C. D.** his Executors, Administrators and Assigns, shall and will, at the Request, Costs and Charges of the said **A. B.** his

On Payment of Mortgage Money to assign the Premises free from Incumbrances.

Exe-

Executors, Administrators and Assigns, assign over and convey all his remaining Estate and Interest in the Premises unto the said *A. B.* his Executors or Administrators, or to such Person or Persons as the said *A. B.* his Executors or Administrators, shall direct or appoint, freed of and from all Incumbrances done or suffered by the said *C. D.* his Executors, Administrators or Assigns.

*On Default in
Payment of
Mortgage Mo-
ney, Mortgagee
to enjoy Goods,
&c.*

And the said *A. B.* for himself, his Executors and Administrators, doth covenant and grant to and with the said *C. D.* his Executors, Administrators and Assigns, That in case he the said *A. B.* his Executors or Administrators, shall make Default of or in Payment of the said Sum of, &c. or any Part thereof, contrary to the Proviso or Condition aforesaid, that then he the said *C. D.* his Executors, Administrators and Assigns, shall and may peaceably and quietly have, hold and enjoy the Goods and Premises above by these Presents bargained and sold, or mentioned or intended to be bargained and sold, and every Part and Parcel thereof, with their Appurtenances, to his and their own proper Use and Uses for ever, without any lawful Let, Trouble, Molestation, Hindrance or Denial of the said *A. B.* his Executors or Administrators, or of any other Person or Persons whatsoever.

And

And also that he the said C. D. his Executors, Administrators and Assigns, shall and may at all times, after Default shall be made in Performance of the Proviso or Condition herein contained, peaceably and quietly enter into, have, hold, occupy, possess and enjoy all and singular the said Messuage or Tenement, Lands and Premises above mentioned, and every Part and Parcel thereof, with the Appurtenances, for and during the Remainder of the said Term of 500 Years hereby granted, which shall be then to come and unexpired, without the Let, Trouble, Hinderance, Molestation, Interruption and Denial of him the said A. B. his Heirs and Assigns, and of all and every other Person and Persons whatsoever.

Covenant in a Mortgage for peaceable Enjoyment of Lands, after Default in Payment for a Term.

And also that he the said C. D. his Executors, Administrators and Assigns, shall and may at all times, after Default shall be made in Performance of the Proviso or Condition herein contained, peaceably and quietly enter into, have, hold, occupy, possess and enjoy all and singular the said two several Messuages or Tenements, Lands, Hereditaments and Premises above mentioned, and every Part and Parcel thereof, with the Appurtenances, for and during the Remainder of the said several Terms of 60 Years and 500 Years hereby demised and granted, which shall be then to come and unexpired, without the Let, Trouble, Hinderance, Molestation, Interruption and Denial of him the said A. B. his Heirs and

As

Assigns, and of all and every other Person and Persons whatsoever.

*For peaceable
Enjoyment free
from Incum-
brances, in a
Mortgage.*

And also that the said C. D. his Executors, Administrators and Assigns, shall and may from time to time, and at all times, after Default shall be made in Performance of the Proviso or Condition aforesaid, for and during all the Rest and Residue of the said Term of 1000 Years hereby granted, which shall be then to come and unexpired, peaceably and quietly enter into, have, hold, occupy, possess and enjoy all and singular the said Premises above mentioned, and every Part and Parcel thereof, with the Appurtenances, without the Let, Trouble, Hinderance, Molestation, Interruption and Denial of him the said A. B. his Heirs and Assigns, and of all and every other Person and Persons whatsoever. And that freed and discharged of and from all former and other Bargains, Sales, Gifts, Grants, Leases, Mortgages, Jointures, Dowers, Uses, Wills, Fees, Fines, Post-Fines, Issues, Amerciaments, Seizures, Bonds, Annuities, Writings Obligatory, Statute-Merchant and of the Staple, Recognizances, Extents, Judgments, Executions, Rents and Arrearages of Rents, and of and from all other Charges, Estates, Rights, Titles, Troubles and Incumbrances whatsoever.

*For peaceable
Enjoyment free
from all former
Grants
and Incum-
brances, ex-
cept a Prior
Mortgage.*

And also that he the said C. D. his Executors, Administrators and Assigns, shall and may from time to time, and at all times, after Default shall be made in Performance of the Proviso or Condition herein contained, during the Remainder of

the said Term, which shall be then to come, peaceably and quietly enter into, have, hold, occupy, possess and enjoy all and singular the said Manor and Premises above mentioned, and every Part and Parcel thereof, with the Appurtenances, without the Let, Trouble, Hinderance, Molestation, Interruption or Denial of him the said *A. B.* his Heirs or Assigns, or of any other Person or Persons whatsoever, claiming, or to claim by, from, or under him, them, or any of them, or the said, &c. or either of them (except as is herein after excepted.) And that freed and discharged, or otherwise, from time to time, well and sufficiently saved and kept harmless of and from all former and other Bargains, Sales, Gifts, Grants, Leases, Mortgages, Jointures, Dowers, Uses, Wills, Intails, Fines, Post-Fines, Issues, Amerciaments, Seizures, Bonds, Annuities, Writings Obligatory, Statutes-Merchant and of the Staple, Recognizances, Extents, Judgments, Executions, Rents and Arrearages of Rent, and of and from all other Charges, Estates, Rights, Titles, Troubles and Incumbrances whatsoever, had, made, committed, done or suffered, or to be had, made, committed, done or suffered by him the said *A. B.* &c. or either of them, or by any other Person or Persons whatsoever, claiming or to claim by, from or under them, or any or either of them, (except a certain Mortgage made of the said Manor and Premises by the said *A. B.* to, &c. for the Term of, &c. by Indenture,

ture, dated, &c. for securing 500 l. and Interest.)

*For peaceable
Enjoyment af-
ter Default in
a Mortgage in
Fee.*

And also that he the said C. D. his Heirs and Assigns, shall and may from time to time, and at all times, after Default shall be made in Performance of the Proviso or Condition herein contained, peaceably and quietly enter into, have, hold, occupy, possess and enjoy all and singular the said Premises above mentioned, with the Appurtenances, without the Let, Suit, Trouble, Hindrance, Molestation, Interruption and Denial of him the said A. B. his Heirs and Assigns, and of all and every other Person and Persons whatsoever.

*After Default,
to peaceably
enjoy an An-
nuity, &c.*

And also that he the said C. D. his Executors, Administrators and Assigns, shall and may from time to time, and at all times, after Default shall be made in Performance of the Proviso or Condition herein contained, peaceably and quietly have, hold, receive and enjoy the said Annuity or yearly Rent above mentioned, and every Part thereof, for and during all the Rest and Residue of the said Term of, &c. above mentioned, which shall be then to come and unexpired, without the Let, Trouble, Hindrance, Molestation, Interruption and Denial of him the said A. B. his Heirs, Executors or Administrators, or of any other Person or Persons, claiming or to claim by, from or under him, them or any of them.

And

And the said *A. B.* for himself, his Heirs, ^{After Default,} Executors and Administrators, doth covenant and grant to and with the said *C. D.* his Executors, Administrators and Assigns, ^{to enjoy Annuities, Talleys, Orders, &c.} That from and after Default shall be made of or in Payment of the said Sum of, ^{and Direction to Trustees to pay them.} &c. to the said *C. D.* his Executors, Administrators or Assigns, or any Part thereof, that thereat shall and may be lawful to and for the said *C. D.* his Executors, Administrators and Assigns, and every of them, to have, hold, receive and enjoy the said several Annuities. And the said *A. B.* doth for himself, his Heirs, Executors and Administrators, direct and appoint the said *E. F.* his Heirs, Executors, Administrators and Assigns, and every of them, from time to time, to pay to the said *C. D.* his Executors, Administrators and Assigns, the said yearly Annuities, and all Profits and Advantages whatsoever, by Reason or Means of the said several Talleys or Orders, or either of them.

And the said *A. B.* for himself, his Executors and Administrators, doth covenant, ^{After Default,} promise and grant to and with the said *C. D.* his Executors, Administrators and Assigns, ^{to peaceably enjoy Goods and Merchandises, &c.} That he the said *C. D.* shall and lawfully may from time to time, and at all times, from and after Default shall be made in Performance of the Proviso or Condition herein before contained, peaceably and quietly have, hold, use, occupy, possess and enjoy, and receive and take to his and their own Use and Benefit, all and singular the said Goods, Chattels and Premises

The Conveyancer's Guide, &c.

hereby bargained and sold, and every Part thereof, with the Appurtenances, without the Let, Trouble, Hinderance, Molestation, Interruption or Denial of the said *A. B.* his Executors, Administrators or Assigns, or of or by any other Person or Persons whatsoever.

On Receipt of Money to redeliver Goods mortgaged.

And the said *C. D.* for himself, his Executors, Administrators and Assigns, doth covenant and grant to and with the said *A. B.* his Executors, Administrators and Assigns, That he the said *C. D.* his Executors, Administrators and Assigns, shall and will immediately upon the Receipt of the said Sum of, &c. at the Days and Times above mentioned, at the Request of the said *A. B.* deliver or cause to be deliver'd unto the said *A. B.* his Executors, Administrators or Assigns, all and singular the Premises above mentioned (which are now received by the said *C. D.* of the said *A. B.*) in as good Case and Condition as the same and every of them now are at this present time.

On Payment of Money, Judgment, &c. to be void, and then give a Warrant to acknowledge Satisfaction.

And the said *C. D.* and *E. F.* for themselves, their Executors, Administrators and Assigns, do covenant, promise and grant to and with the said *A. B.* his Executors, Administrators and Assigns, in manner following (that is to say) That if the said *A. B.* his Heirs, Executors, Administrators or Assigns, do and shall well and truly pay, or cause to be paid, unto the said *C. D.* and *E. F.* their Executors, Administrators or Assigns, the said Sum of, &c. on the Days and Times in the said Proviso above mentioned.

tioned, limited and appointed for the Payment thereof, according to the true Intent and Meaning of the same Proviso, and of these Presents, that then the said recited Obligation, and the said last recited Judgment for, &c. shall be void and of none Effect. And that then the said C. D. and E. F. their Executors and Administrators, shall, upon Request, and at the proper Costs and Charges of the said A. B. his Heirs, Executors and Administrators, give a sufficient Warrant to acknowledge Satisfaction upon Record of the said Judgment entred into by the said A. B. to, &c. as aforesaid; and in the mean time they the said C. D. and E. F. their Executors and Administrators, or either or any of them, shall not sue forth or prosecute any manner of Writ or Writs, Action or Actions, Prosecution or Process upon the said recited Obligation, and Judgment, or either of them, against the said A. B. or the said, &c. their or either of their Heirs, Executors or Administrators, nor against their or any or either of their Lands, Tenements, Goods or Chattels, nor against any other Person or Persons whatsoever touching the same.

And the said A. B. doth by these Presents, make, ordain, constitute and appoint the said C. D. to be his true and lawful Attorney, for him and in his Name, to sue and prosecute the said Judgment to Execution, and the said Bond or Obligation to Judgment and Execution, or otherwise, against the several Persons in them respec-

To sue a Judgment to Execution, and on Satisfaction made to acknowledge the same upon Record, &c.

ctively contained; and upon Satisfaction given, or any other End, Composition or Agreement made concerning the Premises to acknowledge Satisfaction upon Record of the said Judgment, and to release and discharge the said recited Obligation, and to make and do all and every other Act and Acts, Thing and Things whatsoever, as shall by him be found requisite and needful to be done in and about the Premises; ratifying, confirming and allowing all and whatsoever his said Attorney shall so lawfully do, or cause to be done, in the Premises by Virtue of these Presents.

To allow Actions on a Judgment, and enjoy Money and Lands, &c. by Virtue thereof, to strengthen a Mortgage.

And further, That he the said *A. B.* his Executors and Administrators, shall and will from time to time, and at all times hereafter, at the Costs and Charges of him the said *C. D.* maintain, justify, allow and confirm all such lawful Actions, Suits, Process, Extents, Executions and Proceedings whatsoever, as shall be brought, sued forth or prosecuted against the said *C. D.* his Executors, Administrators and Assigns, upon or by reason of the said recited Judgment, or against his or their Lands or Tenements, Goods or Chattels; and that the said *C. D.* his Executors and Administrators, shall and may peaceably and quietly have, hold and enjoy to his and their own Use and Uses all such Benefit, Sum and Sums of Money, Lands, Tenements, Goods and Chattels, as by Virtue of the said recited Judgment, or any Proceedings thereupon, shall be recovered, obtained or gotten, without the Let,
Suit,

Suit, Trouble, or Interruption of him the said A. B. his Executors or Administrators.

And the said A. B. for himself, his Heirs *To levy a Fine* and Assigns, doth covenant and grant, to *to corroborate a* and with the said C. D. his Heirs and As *Marriage &c.* signs, That he the said A. B. and E. his *for a Term.* Wife, shall and will on this side, and before the end of this present *Michaelmas Term*, before the King's Majesty's Justices of the Court of *Common Pleas at Westminster*, acknowledge and levy in due form of Law, unto, &c. and his Heirs, One Fine *sur Co-* *mizance de Droit come ceo*, &c. with Proclamations to be thereupon had according to the form of the Statute in that case made and provided, of all and singular the said Premises above mentioned, with the Appurtenances (amongst other things) by such Name and Names, Quantities, Qualities and Numbers of Messuages, Acres and Things, as by the said C. D. or his Counsel learned in the Law, shall be reasonably devised or advised and required. Which said Fine so to be had and levied in manner aforesaid, and all and every other Fine and Fines already had, or at any time hereafter to be had, levied, sued or prosecuted, of the said Premises, or any part thereof, shall be and enure, and shall be adjudged, esteemed and taken to be and enure, in the first Place, for the strengthening, corroborating and confirming of the said Term of 1000 Years above mentioned to be granted to the said C. D. subject nevertheless to the Proviso or Condition herein contained, and from and after

the Expiration or other sooner Determination of the said Term, then to the only proper Use and Behoof of the said *A. B.* his Heirs and Assigns for ever.

*A Covenant to
levy a Fine to
strengthen a
Mortgage in
Fee, and to be
subject to the
Proviso, &c.*

And each of them the said *A. B.* and *M. B.* for him and herself, and his and her Heirs and Assigns, doth covenant and grant to and with the said *C. D.* and *E. F.* their Heirs and Assigns, and the said *E.* Wife of the said *A. B.* doth hereby consent and agree, that they the said *A. B.* and *E.* his Wife, and *M. B.* shall and will before the end of *Michaelmas* Term next coming, in due form of Law, acknowledge and levy before the King's Majesty's Justices of the Court of *Common Pleas at Westminster*, One Fine *sur Connaissance de Droit come ceo, &c.* with Proclamations to be thereupon had according to the Form of the Statute in that case made and provided, of all and singular the said Capital Messuage and Premises above mentioned, with the Appurtenances, by such Name and Names, Quantities, Qualities and number of Messuages, Acres and Things, as by the said *C. D.* and *E. F.* or their or either of their Counsel learned in the Law, shall be reasonably devised or advised and required. Which said Fine so to be had and levied in manner aforesaid, and all and every other Fine and Fines, Recovery and Recoveries, Conveyance and Conveyances already had, made and executed, or at any time hereafter to be had, levied, sued or prosecuted, of the said Premises, or any part thereof, shall be and enure, and shall be adjudged, esteemed and

and taken to be and enure to the said C. D. and E. F. their Heirs and Assigns, to and for the only proper Use and Behoof of them the said C. D. and E. F. their Heirs and Assigns for ever, subject nevertheless to the Proviso or Condition herein contained.

And the said A. B. for himself, his Heirs and Assigns, doth further covenant and grant to and with the said C. D. his Executors, Administrators and Assigns, and the said E. Wife of the said A. B. doth hereby agree that they the said A. B. and E. his Wife, shall and will before the end of Michaelmas Term next coming, at the Costs of him the said A. B. in due form of Law, acknowledge and levy to the said C. D. one Fine *sur Concessit*, &c. of the said Premises, with the Appurtenances: Which Fine so to be acknowledged, is hereby declared shall be and enure to the only proper Use and Behoof of the said C. D. his Executors, Administrators and Assigns during the Term hereby granted, subject to the Proviso or Condition aforesaid.

And further, that he the said A. B. and his Heirs, and all and every other Person and Persons, and his and their Heirs, any thing having or claiming in the said Messuage or Tenement and Premises above mentioned, or any part thereof, shall and will at any time or times, after default shall be made in Performance of the Proviso or Condition herein contained, make, do and execute, or cause or procure to be made, done and executed, all and every such

*To levy a Fine
sur Concessit,
&c. on a Mort-
gage.*

*Covenant to
make future
Assurance in a
Mortgage for a
Term, on De-
fault in Pay-
ment of the
Mortgage-Mo-
ney.*

further and other lawful and reasonable Grants, Acts and Assurances in the Law whatsoever, for the further, better and more perfect granting and assuring of all and singular the said Premises above mentioned, with the Appurtenances, unto the said C. D. to hold to him, his Executors, Administrators and Assigns, for and during all the rest and residue of the said Term of 100 Years above granted, which shall be then to come and unexpired, as by the said C. D. his Executors, Administrators or Assigns, or his or their Counsel learned in the Law, shall be reasonably devised or advised and required.

Another Covenant of the like Nature, in an Assignment of a Term.

And further, That he the said A. B. his Executors and Administrators, and all and every other Person and Persons, and his and their Executors and Administrators, any thing having or claiming in the said Messuage, Tenement and Premises above mentioned to be hereby assigned, or any part thereof, shall and will at any time or times after Default shall be made in Performance of the Proviso or Condition aforesaid, make, do, and execute, or cause or procure to be made, done and executed all and every such further and other lawful and reasonable Grants, Acts and Assurances in the Law whatsoever, for the further, better and more perfect granting and assuring of all and singular the said Premises above mentioned, with the Appurtenances, unto the said C. D. to hold to him his Executors, Administrators and Assigns, for and during all the rest and residue of the said Term

Term of 1000 Years above recited, which shall be then to come and unexpired, absolutely freed and discharged of and from the Proviso or Condition aforesaid, and of and from all Benefit and Equity of Redemption of the said Premises, by virtue or colour thereof, or otherwise howsoever, as by the said C. D. his Executors, Administrators or Assigns, or his or their Counsel learned in the Law, shall be reasonably devised or advised, and required.

And further, That he the said A. B. and his Heirs, and all and every other Person and Persons, and his, and their Heirs, any thing having or claiming in the said Premises above mentioned, or any part thereof, shall and will at any time or times after Default shall be made, in Performance of the Proviso or Condition herein contained, make, do and execute, or cause or procure to be made done and executed, all and every such further and other lawful and reasonable Grants, Acts and Assurances in the Law whatsoever, for the further, better and more perfect granting and assuring of all and singular the said Premises above mentioned, with the Appurtenances, unto the said C. D. To hold to him the said C. D. his Executors, Administrators and Assigns, for and during all the rest and residue of the said Terms of 60 Years, and 500 Years hereby granted, which shall be then to come and unexpired; absolutely freed and discharged of and from the Proviso or Condition aforesaid, and of and from all Benefit and Equity of Redemption of

A Covenant in a Mortgage of Lands for two Terms, to make future Assurance, freed from the Proviso and all Equity of Redemption, &c.

of the said Premises, by virtue or colour thereof, or otherwise howsoever, as by the said C. D. his Executors, Administrators or Assigns, or his or their Counsel learned in the Law, shall be reasonably devised or advised and required.

*To make future
Assurance on
Default of Pay-
ment in a Mort-
gage in Fee.*

And further, That he the said *A. B.* and his Heirs, and all and every other Person and Persons, and his and their Heirs, any thing having or claiming in the said Premises above mentioned, or any part thereof, shall and will at any time or times after Default shall be made in Performance of the said Proviso or Condition herein contained, make, do and execute, or cause or procure to be made done and executed, all and every such further and other lawful and reasonable Grants, Acts and Assurances in the Law whatsoever, for the further, better and more perfect granting and assuring of all and singular the said Premises above mentioned, and of every Part and Parcel thereof, with the Appurtenances, unto the said C. D. his Heirs and Assigns. [*In a Mortgage of a Freehold Lease for three Lives, say, For and during the Estate, Term and Interest therein, which shall be then to come and unexpired, discharged of and from the Proviso, &c.*] To the only proper Use and Behoof of the said C. D. his Heirs and Assigns for ever, absolutely freed and discharged of and from the Proviso or Condition herein contained, and of and from all Equity of Redemption, by virtue or colour thereof, according to the true intent and meaning of these Presents, as by
• the

the said C. D. his Heirs or Assigns, or his or their Counsel learned in the Law, shall be reasonably devised or advised and required.

And lastly, it is covenanted, granted, concluded and agreed upon, by and between the said Parties to these Presents, and the true meaning hereof also is, and it is hereby so declared, that until Default in Performance of the Proviso or Condition herein contained, he the said A. B. his Heirs and Assigns, shall and may hold and enjoy all and singular the said Premises above mentioned, and receive and take the Rents, Issues and Profits thereof, to his and their own proper Use and Benefit, any thing herein contained to the contrary thereof, in any wise notwithstanding.

Peaceably to enjoy until Default in Performance of the Proviso.

And lastly, it is hereby declared and agreed, by and between the said Parties to these Presents, That the said A. B. his Heirs and Assigns, shall and may hold and enjoy the said Premises in and by the said recited Indentures mentioned to be granted, and receive the Rents and Profits of the same, until breach of the Proviso or Covenant above mentioned, without the Let, Trouble, Hindrance or Interruption of or by the said C. D. his Executors or Administrators, and without any account to be given him or them for the same.

Another Covenant of the like Nature.

And lastly, it is agreed and declared, by and between the said Parties to these Presents, That until Default shall be made of or in Payment of the said Annuity or year-

To enjoy Lands until Default in paying Annuities.

ly Sum of, &c. contrary to the Proviso or Condition aforesaid, he the said *A. B.* his Executors and Administrators, shall and lawfully may have, hold and enjoy all and singular the said Premises above mentioned, and receive and take the Rents and Profits thereof, to his and their own Use and Uses, without any the lawful Let, Suit, Trouble or Interruption, of or by the said *C. D.* his Executors, Administrators or Assigns.

*To enjoy Goods
till breach of
the Proviso.*

And the said *C. D.* for himself, his Executors and Administrators, doth covenant and grant, to and with the said *A. B.* his Executors and Administrators, by these Presents, That till Breach or Non-performance shall be made of the Proviso or Condition aforesaid, he the said *A. B.* his Executors and Administrators, shall or lawfully may have, hold, use and enjoy all and singular the said Goods and Premises above mentioned, he or they not abusing or misusing the same, or any of them, without any Let or Interruption of or by him the said *C. D.* his Executors, Administrators or Assigns.

*To lease Lands
Mortgaged un-
til Default in
Payment, &c.*

And it is hereby declared, concluded and agreed, by and between the said Parties to these Presents, That it shall and may be lawful to and for the said *A. B.* and his Heirs, from time to time, and at all times hereafter, until Default shall be made of or in Payment of the said Sum of, &c. at the Day and Place before limited and appointed for Payment of the same, to make any Lease, Demise or Grant, of all or any the said Messuages, Lands, Here-
ditaments

ditaments and Premises above mentioned, for any Term or Number of Years not exceeding, &c. so as such Demise, Lease or Grant so to be made, be made *bona fide*, and there be reserved upon the same, the best and most improved yearly Rent that such Messuages and Tenements so to be leased, will yield and can be let for, and so as such yearly Rents so to be reserved, be made payable unto the Person and Persons that shall be seised of the Reversion of the said Premises so leased, immediately expectant upon the same Leases so to be made.

And the said A. B. for himself, his Heirs, Executors, and Administrators, doth cove-^{Covenant that} nant and grant, to and with the said C. D. ^{a Mortgager} shall appoint his Heirs, Executors, Administrators, and ^{Trustees to as-} Assigns, That he the said A. B. shall and ^{sign a Term to} will upon the request of the said C. D. his ^{attend a Mort-} &c. direct and appoint E. F. of, &c. his Executors and Administrators, to assign and convey, and that he the said E. F. his Executors and Administrators, shall and will assign and convey all the rest and residue of a Term of 500 Years to come and unexpired, formerly assigned to the said E. F. by, &c. Upon Trust to attend the Fee of the Premises above mentioned unto such Person or Persons as he the said C. D. his Heirs, Executors, or Administrators, shall nominate and appoint, in Trust nevertheless, that the said Term and Estate so to be assigned, shall attend and wait upon the Freehold and Inheritance of the said Premises, and the Conveyance thereof hereby

hereby made and be kept on foot, to prevent extinguishing the same, and to keep off and protect the said Messuage and Premises from mesne Incumbrances.

That mortgaged Premises shall remain a Security for a further Sum.

And I the said *A. B.* for the Security and sure Payment to be made of the said Sum of, &c. to be lent by the said *C. D.* as aforesaid, and all accruing Interest which shall hereafter become due for the same, do hereby for me, my Heirs, Executors, Administrators and Assigns, covenant, grant and agree, to and with the said *C. D.* his Executors, Administrators and Assigns, That the Messuage, Tenement, Lands and Premises, with the Appurtenances within mentioned, shall from time to time, and at all times hereafter, remain, continue and be subject and liable to not only the Proviso within mentioned, and for the Security and sure Payment of the said Sum of, &c. and all accruing Interest thereof, but also to and for the Security and sure Payment of the said Sum of, &c. above mentioned to be now advanced and lent as aforesaid, and all Interest therefore, according to the true intent and meaning hereof.

To insure Houses mortgaged, &c. from Fire.

And also that he the said *A. B.* his Executors or Administrators, shall and will within the space of one Month next ensuing the Date of these Presents, at his and their own proper Costs and Charges, cause the said Messuage or Tenement and Premises to be insured at one of the usual Offices of Insuring Houses from Fire, in such manner as the full Sum of 200*l.* shall be secured to be paid, in case, and as often as the

the said Messuage or Tenement shall be burnt or demolished by Fire, and the same shall and will renew and continue insured, in manner as aforesaid, from time to time, during the said Term, as often as the Policy or Policies of Insurance for the same, shall determine and expire.

And the said A. B. for himself, his Heirs, ^{To rebuild} Executors, Administrators and Assigns, doth ^{Houses mortga-} covenant and grant to and with the said ^{ged. if burnt} C. D. his Executors, Administrators and ^{or demolished by} Assigns, that if by accident of Fire or other- ^{Fire.} wise, the said Messuage or Tenement shall, during the said Term, (or before the said Sum of, &c. shall be paid and satisfied to the said C. D. &c.) happen to be ruined, demolished or impaired, that he the said A. B. his Heirs, Executors or Administrators, or some of them, shall and will with all convenient speed, cause the same to be well and substantially new erected and built, and put in as good Condition as the same Messuage, &c. was before such accident or casualty happening.

And it is agreed and declared by and ^{That Lands} between the said Parties to these Presents, ^{shall be subject} That the said Premises shall be redeemed ^{to Redemption,} and redeemable by the said A. B. his Heirs ^{on paying a} and Assigns, on Payment to the said C. D. ^{Sum agreed on} of such Sum and Sums of Money as shall ^{by Deedsance.} be agreed, expressed and declared, in and by one Indenture intended to bear Date the Day next after the Day of the Date hereof, and to be made between the said C. D. of the one part, and the said A. B. of the other part.

And

Another Covenant of the like Nature.

And it is agreed and declared, by and between the said Parties to these Presents, and the true meaning hereof, also is, That this present Indenture, and the Lands hereby assigned, shall be liable and subject to be redeemed by the said *A. B.* on his Payment to the said *C. D.* of such Sum and Sums of Money at such Days and Times, and in such Manner as shall be agreed and declared in and by one Indenture tripartite, intended to bear Date, &c. and to be made between the said *C. D.* of the first Part; the said *E. F.* of the second Part; and the said *A. B.* of the third Part.

Covenant in a Defeasance on Payment of the Money to reconvey, &c. and till such Reconveyance to stand seised, &c.

Withoffeth, &c. that the said *C. D.* doth hereby for himself, his Heirs, Executors and Administrators, covenant, grant and agree, to and with the said *A. B.* his Heirs and Assigns, and the true intent and meaning of the said Indenture, and of these Presents, and of the Parties to the same, was and is hereby declared to be, that if the said *A. B.* his Heirs, Executors or Administrators shall well and truly pay, or cause to be paid unto the said *C. D.* his Heirs, Executors, Administrators, or Assigns, the full Sum of, &c. in and upon, &c. without any Defalcation or Abatement out of the same for Taxes, Charges, Assessments or any other Matter, Cause or Thing whatsoever, that then and from thenceforth the said *C. D.* his Heirs and Assigns, shall and will at the Request, Costs and Charges of the said *A. B.* his Heirs or Assigns, reconvey or otherwise transfer all and

and singular the said Premises above mentioned, and every Part and Parcel thereof, with the Appurtenances, unto the said *A. B.* and his Heirs, or to such other Person or Persons as he the said *A. B.* shall appoint, discharged of and from all Incumbrances by him or them done or suffered; and that in the mean time, from and after the full Payment and Discharge of the said Sum of, *&c.* as aforesaid, and until such Reconveyance be made to the said *A. B.* the said *C. D.* and his Heirs, and all Persons standing and being seized of the Premises, by, from or under him or them, shall be seized thereof, and of every Part and Parcel thereof, in Trust to and for the sole Use, Benefit and Behoof of the said *A. B.* his Heirs and Assigns, and to and for no other Use, Intent or Purpose whatsoever.

And lastly, it is hereby declared and *Covenant to* agreed, by and between the said *C. D.* and *E. F.* and they do mutually covenant and *prevent Survivorship in a Mortgage made to two Persons.* agree, each with the other, by these Presents, that no Benefit shall be had or taken by Survivorship of either of them the said *C. D.* and *E. F.* but that the Survivor of them, his Executors or Administrators shall stand possessed of the said Messuage, Tenement, Lands and Premises above mentioned, as concerning one Moiety or half part thereof, in Trust for the Executors or Administrators of such of them as shall first happen to die; and that all Money payable by the said Proviso before in these Presents contained, and all Benefit and Profit to be made thereby, shall be equally

divided between the said C. D. and E. F. and the Executors, Administrators and Assigns of each of them, severally and respectively, and between the Survivor of them the said C. D. and E. F. and the Executors or Administrators of either of them first dying, without any regard to be had or taken to any Survivorship.

*That a Term is
subsisting, Right
is given, and
peaceably en-
joy, in an af-
firmative.*

And the said A. B. for himself, his Executors, Administrators and Assigns, doth covenant and grant, to and with the said C. D. his Executors, Administrators and Assigns, by these Presents, That the said Term of 500 Years hereby assigned, is still in being, and subsisting and not surrendered, discharged, or otherwise avoided. And that he the said A. B. at the time of sealing and delivery hereof, hath good Right, full Power, and lawful Authority, to grant and assign the said Premises above mentioned, and every Part and Parcel thereof, with the Appurtenances, in manner and form aforesaid, according to the true Intent and Meaning of these Presents. And also, That he the said C. D. his Executors, Administrators and Assigns, shall and may from time to time, and at all times, for and during all the vest and residue of the said Term of 500 Years above recited, which is yet to come, and unexpired, peaceably and quietly enter into, have, hold, occupy, possess and enjoy all and singular the said Messuages and Premises above mentioned, and every Part and Parcel thereof, with the Appurtenances, without the Let, Trouble, Hinderance, Molestation, Interruption, and

and Denial of him the said A. B. his Executors, Administrators and Assigns, and of all and every other Person and Persons whatsoever.

And further, That he the said A. B. his Executors and Administrators, and all and every other Person and Persons, any thing having or claiming in the said Premises above mentioned, or any Part thereof, shall

To make future Assurance in an Assignment of a Term.

and will at any time or times hereafter upon the reasonable Request of the said C. D. his Executors, Administrators or Assigns, make, do and execute, or cause to be made, done and executed, all and every such further and other lawful and reasonable Grants, Acts and Assurances in the Law whatsoever, for the further, better and more perfect granting, assigning and assuring of all and singular the said Premises above mentioned, with the Appurtenances, unto the said C. D. his Executors, Administrators and Assigns, for and during all the rest and residue of the said Term of 500 Years above named, which is yet to come and unexpired, as by the said C. D. his Executors, Administrators or Assigns, or his or their Counsel learned in the Law, shall be reasonably justified, advised and required.

And also, That he the said C. D. his Executors, Administrators and Assigns, shall and may from time to time and at all times during all the rest, residue and remainder of the said Term of 99 Years above recited, which is yet to come and unexpired, peacefully and quietly come

For peaceable Enjoyment in Assignment of a Chattel-Lease.

into, have, hold, occupy, possess and enjoy all and singular the said Premises above mentioned, and every Part and Parcel thereof, with the Appurtenances, without the Let, Trouble, Hindrance, Molestation, Interruption or Denial of him the said *A. B.* his Executors, Administrators or Assigns, or of any other Person or Persons whatsoever, lawfully claiming by, from or under him, them or any or either of them.

*And to make
future Assu-
rance.*

And further, that he the said *A. B.* his Executors and Administrators, and all and every other Person and Persons, any thing having or claiming in the said Messuago and Premises above mentioned, or any Part thereof, by, from or under him, shall and will at any time or times hereafter, upon the reasonable Request, and at the Costs and Charges of the said *C. D.* his Executors, Administrators or Assigns, make, do and execute, or cause or procure to be made, done and executed, all and every such further and other lawful and reasonable Grants, Acts and Assurances in the Law whatsoever, for the further, better and more perfect granting and assigning of all and singular the said Premises above mentioned, with the Appurtenances, unto the said *C. D.* his Executors, Administrators and Assigns, for and during all the rest and residue of the said Term of 99 Years above recited, which is yet to come, and unexpired (determinable as aforesaid), as by the said *C. D.* his Executors, Administrators or Assigns, or his or their Counsel learned

learned in the Law, shall be reasonably devised or advised and required.

And the said *A. B.* for himself, his Executors and Administrators, doth covenant and grant, to and with the said *C. D.* his Executors, Administrators and Assigns, That he the said *A. B.* hath not done or committed any Act, Matter or Thing whatsoever, whereby or wherewith the said Premises, hereby assigned, or any Part thereof, are, is, shall or may be charged or incumbered in Title, Estate or otherwise howsoever.

That a Man hath done no Act to incumber Lands.

And each of them the said *A. B. C. D.* and *E. F.* for himself severally and apart, and not jointly, and for his several Executors and Administrators, doth severally and apart, and not jointly, covenant and grant, to and with the said *G. H.* his Executors, Administrators and Assigns, That they the said *A. B. C. D.* and *E. F.* or any or either of them, have not nor hath done or committed any Act, Matter or Thing whatsoever, whereby or wherewith the said Premises hereby assigned, or any Part thereof, are, is, shall or may be charged or incumbered in Title, Estate or otherwise howsoever.

The like Covenant from several Persons.

And the said *A. B.* for himself, his Heirs, Executors and Administrators doth covenant and grant to and with the said *C. D.* his Executors, Administrators and Assigns; (or his Heirs and Assigns,) that he the said *A. B.* or the said *T. B.* deceased, or either of them, have not nor hath done or committed any Act, Matter or Thing whatsoever,

That a Person deceased hath not incumbered.

ever, whereby or wherewith the said Premises above mentioned, or any part thereof, are, is, shall or may be charged or incumbered in Title, Estate, or otherwise howsoever.

*That hath not
incumbered an
Annuity.*

And the said *A. B.* for himself, his Executors and Administrators, doth covenant and grant to and with the said *C. D.* his Heirs and Assigns, That he the said *A. B.* hath not at any time before the Execution of these Presents, assigned, made over, or any ways incumbered the said Annuity hereby released, or any part thereof.

*For peaceable
Enjoyment of
Goods.*

And the said *A. B.* for himself, his Heirs, Executors and Administrators, doth covenant and grant, to and with the said *C. D.* Party to these Presents, his Executors and Administrators, That he the said *C. D.* his Executors and Administrators, shall and lawfully may peaceably and quietly have, hold, receive and enjoy to his own proper Use and Behoof, all and singular the Goods and Premises above mentioned, and every be them, and every part thereof, with the Appurtenances, without any Let, Interruption and Denial of him the said *A. B.* or of any other Person, or Persons whatsoever, by, from or under him.

Covenant severally from several Persons, peaceably to enjoy Lands free from Incumbrances.

And the said *A. B.* and *C. D.* severally and apart, and not jointly, and for their several Heirs, Executors, Administrators and Assigns, do severally and apart, and not jointly, covenant and grant to and with the said *E. F.* his Heirs and Assigns, That he the said *E. F.* his Heirs and Assigns, shall and may from henceforth for ever here-

hereafter, peaceably and quietly have, hold, occupy, possess and enjoy the said Messuages, &c. above mentioned, free, clear and discharged of and from all other Estates, Rights, Titles, Charges and Incumbrances whatsoever, had, made or willingly suffered, or hereafter to be had, &c. of or by the said A. B. and C. D. or either of them, their or either of their Heirs or Assigns; and that without any the Let, Suit, Trouble, Hindrance, Interruption or Denial of them the said A. B. and C. D. or either of them, their or either of their Heirs or Assigns, or of any other Person or Persons lawfully claiming, or by, from or under them or any of them.

And all the said Parties to these Presents, *To make further Assurance of Lands parted and divided.* do for themselves severally and apart, and not jointly, and for their several Heirs, &c. severally and apart, and not jointly, covenant and grant to and with each other, That if either of the said Parties shall within the space of seven Years, request further Assurance to be made of his or their Part and Allotment, of and in the Premises aforesaid, that then the rest of the said Parties shall and will, at the Costs and Charges in the Law of such Party so requesting, make, do and execute, or cause or procure to be made, done and executed, all and every such further and other lawful and reasonable Act and Acts, Thing and Things, Devise and Devises, Assurance and Assurances in the Law whatsoever, for the further, better, and more perfect assuring of the said Allotment and Portion.

of such Party so requesting the same, as shall by such Party or Parties, or his or their Counsel learned in Law, be reasonably devised or advised.

That Lands shall remain to a Man and his Heirs free from Incumbrances, &c.

And the said A. B. for himself, his Heirs, Executors and Administrators, doth covenant and grant, to and with the said C. D. his Heirs and Assigns, That the said Capital Messuage and Premises above mentioned, and every Part thereof, shall from henceforth for ever hereafter, remain, continue and be unto the said C. D. his Heirs, and Assigns, free and clear, and freely and clearly acquired and discharged, or otherwise by him the said A. B. his Heirs, Executors or Administrators, well and sufficiently saved and kept harmless and indemnified of and from all former and other Bargains, Sales, Gifts, Grants, Mortgages, Leases, Estates, Statutes, Judgments, Executions, and of and from all other Charges and Incumbrances whatsoever, had, made, committed, done or suffered, or to be had, &c. by the said A. B. his Heirs, Executors or Administrators, or any other Person or Persons whatsoever, lawfully claiming or to claim, by, from or under him, them, or any or either of them.

Covenant in a Release that the Releasee is lawful Owner of the Lands.

And the said A. B. for himself, his Heirs and Assigns, doth covenant and grant to and with the said C. D. his Heirs and Assigns, That he the said A. B. now is true, lawful and rightful Owner of all and singular the said Messuage and Premises above mentioned, and of every Part and Parcel thereof, with the Appurtenances:

And

And each of them the said *A. B.* and *C. D.* for him and herself severally and apart, and not jointly, and for his and her several Heirs and Assigns, doth severally and apart, and not jointly, covenant and grant to and with the said *E. F.* his Heirs and Assigns, That they the said *A. B. C. D.* and *T. B.* are, or some or one of them now is, the true, rightful and lawful Owners or Owner of all and singular the said Messuages, Lands, Tenements, Hereditaments and Premises above mentioned to be hereby granted and released, and of every Part and Parcel thereof, with the Appurtenances, (except as is herein after excepted.)

And also that he the said *A. B.* now is lawfully and rightfully seized in his own Right, of a good, sure, perfect, absolute and indefeasible Estate of Inheritance in Fee-Simple; of and in all and singular the said Premises above mentioned, with the Appurtenances, without any manner of Condition, Mortgage, Limitation of Use and Uses, or other Matter, Cause or Thing, to alter, change, charge or determine the same.

And also, that they the said *A. B. C. D.* and *E. F.* are, or some or one of them now is, lawfully seized of and in the said Premises above mentioned, with the Appurtenances, of a good, sure, perfect, absolute and indefeasible Estate of Inheritance in Fee-Simple, without any manner of Condition, Mortgage, Limitation of Use or Uses, or any other Matter, Cause or Thing whatsoever, whereby to alter, change, charge or determine the same (except as is herein after excepted.)

And

*That a Man is
lawful Owner,
Right to grant,
&c. in a De-
mise of a
Term.*

•

And also that he the said *A. B.* at the time of Sealing and Delivering of these Presents, is the true and lawful Owner of the said Messuage or Tenement, Lands and Premises above mentioned, with the Appurtenances; and that he hath in himself good Right, true Title, full Power and lawful and absolute Authority to demise and grant the said Messuage or Tenement and Premises unto the said *C. D.* his Executors, Administrators and Assigns, for and during the said Term of 99 Years, determinable as aforesaid, in Manner and Form aforesaid.

*Right to grant
and convey
the
messuage
&c.*

And also that he the said *A. B.* now hath good Right, full Power and lawful Authority in his own Right to grant, bargain, sell and convey all and singular the said Premises above mentioned, with the Appurtenances, unto the said *C. D.* his Heirs and Assigns, to the only proper Use and Behoof of the said *C. D.* his Heirs and Assigns forever, according to the true Intent and Meaning of these Presents.

*Right to grant,
notwithstanding
any Act,
&c.*

And the said *A. B.* for himself, his Heirs and Assigns, doth covenant and grant to and with the said *C. D.* his Heirs and Assigns, That (for and notwithstanding any Act, Matter or Thing by him the said *A. B.* done or committed to the contrary) he the said *A. B.* hath good Right, full Power and lawful Authority in his own Right to grant, bargain, sell and convey the said Messuage or Tenement and Premises above mentioned, with the Appur-

tenances,
and

tenances, unto the said C. D. his Heirs and Assigns, to the only proper Use and Behoof of the said C. D. his Heirs and Assigns for ever, according to the true Intent and Meaning of these Presents.

And also that they the said A. B. C. D. *That several have Right, &c. except, &c.* and E. F. have, or some or one of them now hath good Right, full Power and lawful Authority, in their or one of their own Rights or Right, to grant and convey all and singular the said Messuages, Lands, Tenements, Hereditaments and Premises above mentioned, with the Appurtenances, unto the said G. H. his Heirs and Assigns, to the only proper Use and Behoof of the said G. H. his Heirs and Assigns for ever, according to the true Intent and Meaning of these Presents (except as is herein after excepted.)

And also that he the said C. D. his Heirs and Assigns, shall and may at all times for ever hereafter peaceably and quietly have, hold, occupy, possess and enjoy all and singular the said Messuage or Tenement and Premises above mentioned, with the Appurtenances, without the Let, Trouble, Hinderance, Interruption and Denial of him the said A. B. his Heirs or Assigns, and of all and every other Person or Persons whatsoever. *Covenant for peaceable Enjoyment in a Release.*

And that freed and discharged, or otherwise well and sufficiently saved and kept harmless and indemnified of and from all former and other Bargains, Sales, Gifts, Grants, Leases, Mortgages, Jointures, Powers, Uses, Wills, Entails, Fines, Post-Fines, *Free of former Grants and Incumbrances.*

Fines, Issues, Amerciaments, Seizures, Bonds, Annuities, Writings Obligatory, Securities-Merchant and of the Staple, Recognizances, Extents, Judgments, Executions, Rents and Arrerages of Rents, and of and from all other Charges, Estates, Rights, Titles, Troubles and Incumbrances whatsoever, had, made, committed, done or suffered by the said A. B. or by, &c. deceased; or any other Person or Persons whatsoever, claiming or to claim by, from or under them, or any or either of them.

*For peaceable
Enjoyment free
from Incum-
brances, with
an Exception
of a Lease, and
Rent to pass,
and a Mort-
gage to be af-
signed in Trust,
&c.*

And also that the said C. D. his Heirs and Assigns, shall and may from time to time, and at all times from henceforth for ever hereafter, peaceably and quietly enter into, have, hold, possess and enjoy all and singular the said Messuages, Lands, Tenements, Hereditaments and Premises above mentioned, and every Part and Parcel thereof, with the Appurtenances, without the Let, Trouble, Hinderance, Molestation, Interruption and Denial of them the said A. B. T. B. &c. or any or either of them, their or any or either of their Heirs or Assigns, or of any other Person or Persons whatsoever, claiming or to claim by, from or under the said, &c. deceased, or either of them (except as is herein after excepted.) And that freed and discharged, or otherwise well and sufficiently saved and kept harmless of and from all former and other Bargains, Sales, Gifts, Grants, Leases, Mortgages, Jointures, Dowers, Uses, Wills, Entails, Fines, Post-Fines, Issues, Amerciaments, Seizures, Bonds, Annuities, Wri-

Writings Obligatory, Statutes-Merchant and of the Staple, Recognizances, Extents, Judgments, Executions, Rents and Arrearages of Rents, and of and from all other Charges, Estates, Rights, Titles, Troubles and Incumbrances whatsoever, had, made, committed; done or suffered, or to be had, made, committed, done or suffered, by them the said A. B. &c. or either of them, their or either of their Heirs or Assigns, or any other Person or Persons whatsoever, claiming or to claim by, from or under them, or any or either of them, or by, from or under the said, &c. decess'd, or either of them, except one Indenture bearing Date, &c. made between, &c. of the one Part, and, &c. of the other Part, purporting a Lease to the said, &c. of Part of the said Premises hereby granted for the Term of, &c. under the yearly Rent of, &c. which Rent is intended to pass hereby. And also, except one Indenture tripartite, bearing Date, &c. made of the other Part of the said Premises by the said A. B. to and, &c. for the Term of 500 Years, defensible on Payment of, &c. and Interest; the Remainder of which said Term is assigned to Persons in Trust for the said C. D. and his Heirs.

And also that he the said C. D. his Heirs and Assigns, shall and may from time to time, and at all times from henceforth *For peaceable Enjoyment free from Incumbrances, except Rents and Covenants contained in a former Conveyance.* peaceably and quietly enter into, have, hold, occupy, possess and enjoy all and singular the said Messuage or Tenement and Premises above-mentioned, with the Appurtenances, without the Let, Trouble, Hinderance, Molestation, Interruption

ruption and Denial of him the said *A.* all his Heirs or Assigns, and of all and every other Person or Persons whatsoever (except as is herein after excepted.) And that freed and discharged, or otherways well and sufficiently saved and kept harmless and indemnified of and from all former and other Bargains, &c. had, made, &c. by the said *A. B.* his Heirs or Assigns, or any other Person or Persons whatsoever, claiming or to claim by, from or under him, them, or any of them (Except the Rents and Covenants reserved and contained in and by the said Conveyance from the said, &c. to the said *A. B.* which from henceforth, on the Part and Behalf of the said *A. B.* shall grow due, and are and ought to be paid and performed.)

*Under a Fe-
farm Rent,
&c. is peace-
ably enjoy.*

And also that he the said *C. D.* his Heirs and Assigns, shall and may from time to time, and at all times from henceforth for ever hereafter, by and under the Rent, Conditions and Agreements herein contained, peaceably and quietly enter in- to, have, hold, occupy, possess and enjoy all and singular the said Tenement and Premises above mentioned, with the Appurtenances; and have, receive and take the Rents, Issues and Profits thereof, to his and their own proper Use and Uses, without the Let, Trouble, Hindrance, Molestation, Interruption and Denial of him the said *A. B.* his Heirs and Assigns, and all and every other Person or Persons whatsoever, and that freed and discharged, &c. And

And also that he the said C. D. his Heirs and Assigns, shall and may from time to time, and at all times for ever hereafter, peaceably and quietly have, receive, hold, and enjoy the said Rents, and all and singular other the Premises, and every Part and Parcel thereof, with their and every of their Rights and Appurtenances, before hereby granted and released, or mentioned or intended to be hereby granted and released, without the Let, Suit, Trouble, Hindrance or Interruption of the said A. B. or of any other Person or Persons, whatsoever, lawfully claiming or to claim from, by or under or in Trust for him. And that free and clear, or otherwise from time to time and at all times hereafter, well and sufficiently saved, defended, kept harmless and indemnified by the said A. B. his Heirs and Assigns, of and from all and all manner of former and other Bargains, Sales, Gifts, Grants, Leases, Jointures, Mortgages, Uses, Wills, Fines, Titles, Troubles and Incumbrances whatsoever, had, made, committed or done, or caused or procured to be had, made, committed or done by him the said A. B.

*For peaceable
Enjoyment of
Fee-Farm
Rents, purchas-
ed, free from
Incumbrances.*

And the said A. B. for himself, his Heirs and Assigns, doth covenant and grant, to and with the said C. D. his Heirs and Assigns, That he the said C. D. his Heirs and Assigns, shall and may from time to time, and at all times for ever hereafter, peaceably and quietly enter into, have, hold, occupy, possess and enjoy the said Messuage and Premises above mentioned, and every Part and Parcel thereof, with the

*For peaceable
Enjoyment, ex-
cept as in a
former In-
denture, &c.*

the Appurtenances, without the Let, Trouble, Hinderance, Molestation, Interruption and Demial of him the said *A. B.* his Heirs or Assigns, and of all and every other Person or Persons whatsoever (except as in and by the said Indenture of Release is mentioned to be excepted.)

*Covenant to
make future
Assurance in
a Release.*

And further, That he the said *A. B.* and his Heirs, and all and every other Person and Persons, and his and their Heirs, any thing having or claiming in the said Premises above mentioned, or any Part thereof, by, from or under him or them, shall and will at all times hereafter, upon the reasonable Request, and at the Costs and Charges of him the said *C. D.* his Heirs or Assigns, make, do and execute, or cause or procure to be made, done and executed, all and every such further and other lawful and reasonable Act and Acts, Thing and Things, Devise and Devises, Conveyance and Conveyances in the Law whatsoever, for the further, better and more perfect granting, conveying and assuring of all and singular the said Premises above mentioned, with the Appurtenances, unto the said *C. D.* his Heirs and Assigns, to the only proper Use and Benefit of the said *C. D.* his Heirs or Assigns for ever, as by the said *C. D.* his Heirs and Assigns, or his or their Counsel learned in the Law, shall be reasonably devised and advised and required.

And

And each of them the said *A. B. C. D.* and *E. F.* for him, her and themselves severally and apart, and not jointly, and for his, her and their several Heirs and Assigns, doth further, severally and apart, and not jointly, covenant and grant to and with the said *G. H.* his Heirs and Assigns, That they the said *A. B. C. D.* and *E. F.* and their Heirs, and all and every other Person and Persons, and his and their Heirs, any thing having or claiming in the said Messuages, Lands, Tenements, Hereditaments and Premises above mentioned, or any Part thereof, by, from or under them, or either of them, (except before excepted) shall and will at all times hereafter, upon the reasonable Request, and at the Costs and Charges of the said *G. H.* his Heirs or Assigns, make, do and execute, or cause or procure to be made, done and executed, all and every such further and other lawful and reasonable Act and Acts, Thing and Things, Devise and Devises, Assurance and Assurances, Conveyance and Conveyances in the Law whatsoever, for the further, better and more perfect granting, conveying and assuring of all and singular the said Premises above mentioned, and of every Part and Parcel thereof, with the Appurtenances, unto the said *G. H.* his Heirs and Assigns, to the only proper Use and Behoof of the said *G. H.* his Heirs and Assigns for ever, according to the true Intent and Meaning of these Presents, as by the said *G. H.* his Heirs or Assigns, or his or their Counsel learned in the Law, shall be reasonably devised or advised and required.

The like Covenant from several Persons.

H h

And

For future Assurance within a time limited, not compellable to travel, &c. or to enter in- to any further Warranty.

And the said *A. B.* for himself, his Heirs, Executors and Administrators, doth covenant and grant to and with the said *C. D.* his Executors, Administrators and Assigns, by these Presents, That he the said *A. B.* and his Heirs, shall and will, at the Request, Costs and Charges in the Law of the said *C. D.* his Executors, Administrators or Assigns, from time to time, and at all times hereafter, during the space of seven Years next ensuing, make, do and execute, or cause or procure to be made, done and executed, all and every such further and other lawful and reasonable Act and Acts, Thing and Things, Assurance and Assurances in the Law whatsoever, for the further and better conveying and assuring of the said Premises to the said *C. D.* his Executors, Administrators and Assigns, as by the said *C. D.* his Executors, Administrators and Assigns, shall be devised, advised and required, so as the said *A. B.* or such Person as shall be required to do the same, be not compelled or compellable to travel above seven Miles from the Place of his or their usual Place of Abode: and so as the same contain no further Warranty than is in these Presents.

For future Assurance where a Fine is agreed to be levied.

And further, That they the said *A. B.* and *C. D.* and their Heirs, and all and every other Person and Persons, and his and their Heirs, any thing having or claiming in the said Premises above mentioned, or any Part thereof, by, from or under them, or any or either of them, shall

shall and will from time to time, and at all times hereafter, upon the reasonable Request, and at the Costs and Charges of the said E. F. his Heirs and Assigns, make, do, acknowledge, levy, suffer and execute, or cause or procure to be made, done, acknowledged, levied, suffered and executed, all and every such further and other lawful and reasonable Grants, Acts, Conveyances and Assurances in the Law whatsoever, for the further, better and more perfect granting, conveying and assuring of all and singular the said Premises above mentioned, with the Appurtenances, unto the said E. F. his Heirs and Assigns, to the only proper Use and Behoof of the said E. F. his Heirs and Assigns for ever, according to the true Intent and Meaning of these Presents, as by the said E. F. his Heirs or Assigns, or his or their Counsel learned in the Law, shall be reasonably devised or advised and required.

And lastly, That he the said A. B. and all and every other Person and Persons claiming or to claim any Estate, Right or Title, in or to the said Rents and Premises, with the Appurtenances hereby granted, or any Part thereof, by, from or under, or in Trust for him, shall and will at all times hereafter, upon the reasonable Request, and at the proper Costs and Charges in the Law of the said C. D. his Heirs or Assigns, make, do and execute, or cause or procure to be made, done and executed, all and every such further and other lawful and reasonable Act and Acts,

To make further Assurance of Fee Farm Rents.

Thing and Things, Devise and Devises, Assurance and Assurances in the Law whatsoever, for the further, better and more sure conveying and assuring of the said Rents and Premises hereby granted and released, with their and every of their Appurtenances, unto the said C. D. his Heirs and Assigns, to the only proper Use and Behoof of the said C. D. his Heirs and Assigns for ever, as by him the said C. D. his Heirs or Assigns, or his or their Counsel learned in the Law, shall be reasonably devised or advised and required.

To make further Assurance of Lands subject to Rents, &c.

And further, That he the said A. B. and his Heirs, and all and every other Person and Persons, and his and their Heirs, any Thing having or claiming in the said Messuage or Tenement and Premises above mentioned, or any Part thereof, by, from, or under him or them, shall and will at all times hereafter, upon the reasonable Request, and at the Costs and Charges of him the said C. D. his Heirs or Assigns, make, do and execute, or cause or procure to be made, done and executed, all and every such further and other lawful and reasonable Act and Acts, Thing and Things, Devise and Devises, Conveyance and Conveyances in the Law whatsoever, for the further, better and more perfect granting, conveying and assuring of all and singular the said Premises above mentioned, with the Appurtenances, unto the said C. D. his Heirs and Assigns, to the only proper Use and Behoof of the said C. D. his Heirs and Assigns

Assigns for ever, subject to the Rents, Conditions and Agreements herein contained, as by the said C. D. his Heirs and Assigns, or his or their Counsel learned in the Law, shall be reasonably devised, advised and required.

And further, That he the said A. B. and his Heirs, and all and every other Person and Persons, and his and their Heirs, any thing having or claiming in the said Messuage and Premises above mentioned, or any Part thereof, shall and will at all times hereafter, upon the reasonable Request, and at the Costs and Charges of him the said C. D. his Heirs or Assigns, make, do and execute, or cause or procure to be made, done and executed, all and every such further and other lawful and reasonable Act and Acts, Thing and Things, Devise and Devises, Conveyance and Conveyances in the Law whatsoever, for the yet further, better and more perfect granting, conveying and assuring of all and singular the said Premises above mentioned, with the Appurtenances, unto the said C. D. his Heirs and Assigns, to the only proper Use and Behoof of the said C. D. his Heirs and Assigns for ever, as by the said C. D. his Heirs or Assigns, or his or their Counsel learned in the Law, shall be reasonably devised and advised and required.

To make further Assurance in a Bargain and Sale, made in pursuance of Covenants for future Assurance in a former Conveyance.

And further, That whereas the said E. B. is now under the Age of 21 Years, she the said E. B. (if she shall live to attain her full Age of 21 Years) together with such Husband as she shall then have, if she shall

For a Woman to make further Assurance when of Age, by Deed indented, Fines, then &c.

then be under Coverture, or if not under Coverture, then the said E. B. solely, at any time after that she shall have attained her full Age of 21 Years, shall and will, upon the Request, and at the proper Costs and Charges in the Law of the said C. D. his Heirs or Assigns, make, do and execute, or cause to be made, done and executed, all and every such further and other lawful and reasonable Act and Acts, Thing and Things, Assurances and Conveyances in the Law whatsoever for the further, better and more perfect granting, conveying and assuring of the said Mesluages, Lands and Premisses, with the Appurtenances, unto the said C. D. his Heirs and Assigns, be it by Deed or Deeds indented or Poll, inrolled or not inrolled, Fine or Fines, common Recovery or Recoveries, with single, double or treble Voucher or Vouchers, Release or Confirmation, or by all and every, or any of the said Ways and Means, or by any other Ways or Means in the Law whatsoever, as by the said C. D. his Heirs or Assigns, or by his or their Counsel learned in the Law, shall be reasonably devised or advised and required.

Covenant in a Release that all Assurance, &c. shall enure to the Use of the Purchaser and his Heirs.

And lastly, It is covenanted, granted, concluded and agreed upon by and between the said Parties to these Presents, and the true Meaning hereof also is, and it is hereby so declared, That all and every Fine and Fines, Recovery and Recoveries, Assurance and Assurances, Conveyance and Conveyances in the Law whatsoever, already had, made, levied, suffered, executed

cuted and acknowledged, or at any time hereafter to be had, made, levied, suffered, executed and acknowledged, of the said Premisses, by or between the said Parties to these Presents, or either of them, and any other Person or Persons, either alone by it self or jointly with any other Lands, Tenements or Hereditaments, as for and concerning all and singular the said Premisses above mentioned, with the Appurtenances, shall be and enure, and shall be adjudged, esteemed and taken to be and enure to and for the only proper Use and Behoof of the said C. D. his Heirs and Assigns for ever, according to the true Intent and Meaning of these Presents, and to and for none other Use, Intent or Purpose whatsoever.

And lastly, It is covenanted, granted, concluded and agreed upon, by and between the said Parties to these Presents, and the true Meaning hereof also is, and it is hereby so declared, That the said Fine hereby agreed to be levied in manner aforesaid; and also all and every other Fine and Fines, Recovery and Recoveries, Assurance and Assurances, Conveyance and Conveyances in the Law whatsoever already had, made, levied, suffered, executed or acknowledged, or at any time hereafter to be had, made, levied, suffered, executed or acknowledged, by or between the said Parties to these Presents, or by or between them, or either of them, and any other Person or Persons whatsoever, of the said capital Messuage, Lands, Heredita-

Another Covenant of the like Nature, where a Fine is agreed to be levied.

ments and Premises above mentioned, with the Appurtenances, or any Part thereof, either alone by it self, or jointly with any other Lands, Tenements and Hereditaments, shall be and enure, and shall be adjudged, esteemed and taken; to be and enure, as for and concerning all and singular the said capital Messuage and Premises above mentioned, with the Appurtenances, to and for the only proper Use and Behoof of the said C. D. his Heirs and Assigns for ever, &c.

*Upon Request
to discover
Lands conceal-
ed, and an-
swer Bill in
Chancery, &c.*

And further, That if any Lands, Rents, Reversions or Services, late of the said, &c. deceas'd, be concealed, and not yet known nor discovered to him the said A. B. Party to these Presents, they the said C. D. and E. F. &c. and every of them, shall and will as much as in him or them lieth, upon every Request in that Behalf to be made, discover and make known the same, or so much thereof as they know, to him the said A. B. Party to these Presents, his Heirs or Assigns, and for the clearer Manifestation of the Truth thereof, shall and will, upon reasonable Request to them made by the said A. B. appear to and answer gratis any Bill or Bills of Equity to be exhibited against them, or any of them for that Purpose.

*If the Feoffee
be evicted, the
Feoffor shall
assure other
Lands, or pay
Money, &c.*

And it is agreed and declared by and between the said Parties, That if it shall happen at any time hereafter, that the said Premises, or any Part thereof, shall be divested or taken away from the Possession of the said C. D. his Heirs or Assigns, by
• any

any Person or Persons whatsoever, without the Consent of the said C. D. his Heirs or Assigns; or if it shall appear that the said A. B. hath not on the Day of the Date of these Presents made and granted a good and absolute Estate in Fee-simple of and in the Premises above mentioned to the said C. D. that then the said A. B. his Heirs and Assigns, shall and will, at the Request, Costs and Charges in the Law of the said C. D. his Heirs and Assigns, make and execute to the said C. D. his Heirs and Assigns, a good and sufficient Conveyance of the Fee-simple of some other Messuages, Lands or Tenements of the clear yearly Value of, &c. with such and the like Warranties and Covenants for quiet enjoying thereof, and for making future Assurance, &c. as are contained in these Presents; or on Default of making such Conveyances as aforesaid, that he the said A. B. his Heirs and Assigns, shall and will within three Months next after such Request as aforesaid, and Notice given, well and truly pay, or cause to be paid, unto the said C. D. his Heirs or Assigns, or, &c. the Sum of, &c. or as much thereof as any Part or Parcel of the said Premises above granted, which shall be so evicted or taken away, is worth at the time of the Sealing and Delivery of these Presents.

And also that the said Messuage or Tenement and Premises above mentioned to be hereby granted and conveyed, now are, and for the space of ten Years now next ensuing, shall be and continue to be of the

That Lands are of such a Value, and so shall continue, &c. or make up the Defect clear in other Lands.

clear yearly value of, &c. per Ann. over and above all Charges and Reprizes; or otherwise if the same shall be reduced to a lesser and lower value than, &c. clear as aforesaid, within the time aforesaid, that then he the said *A. B.* his Heirs and Assigns, shall and will at the Request, Costs and Charges of the said *C. D.* his Heirs and Assigns, convey and assure unto the said *C. D.* his Heirs and Assigns, so much other Land as will make up and supply what the said Premises shall so fall short of as aforesaid.

That Lands

settled in Jointure shall be of such a Value, and let for so much Rent, or be made up in Money.

And the said *A. B.* for himself, his, &c. doth covenant and grant to and with the said *C. D.* his, &c. That if the said *E. Wife* of the said *A. B.* shall survive him the said *A.* and be minded to let the Premises before limited to her for her Jointure, to farm at a Rack-Rent, and shall offer the same to the Executors of the said *A. B.* and that they shall refuse to take the same at the yearly Rent of, &c. and that the said *E.* shall afterwards by reason of such refusal be forced to let the same to any other Person or Persons for less yearly Rent than, &c. *bona fide*, and shall give Notice to the Heirs, Executors or Administrators of the said *A. B.* for what Rent she shall have letten the same, That then the said Heirs, Executors or Administrators of the said *A. B.* shall and will well and truly pay, or cause to be paid unto the said *E.* at or in, &c. every Year during her Life, or so long time as the said Premises shall be so letten under the said yearly Sum of, &c. as much lawful

lawful *British* Money, as together with the Rents of the said Premisses so letten under the said yearly Sum of, &c. shall amount unto the full yearly Sum of, &c. to be paid at such times in the Year as the said yearly Rent reserved by the said E. B. for the same Premisses, after the Death of the said A. B. shall be made payable, by even and equal Portions.

And the said A. B. for himself, his, &c. ^{To pay Money yearly for a Jointure where the Husband hath no Land.} doth covenant, &c. to and with the said C. D. his, &c. that in case the said E. Wife of the said A. B. shall happen to survive him the said A. that then the Heirs, Executors or Administrators of him the said A. B. or, &c. shall and will well and truly pay or cause to be paid unto the said E. B. yearly and every Year during the Term of her natural Life, for and in the Name of her Jointure, the yearly Sum of, &c. at the four most usual Feasts in the Year, that is to say, &c. by even and equal Portions, the first Payment thereof to begin at such of the said Feasts which shall first and next happen after the Death of the said A. B. if she the said E. shall be then living.

And whereas the said A. B. is not at present seised or possessed of an Estate sufficient to make a Jointure for the said E. his intended Wife, equivalent to her said Fortune; the said A. B. doth for himself, his Heirs and Assigns, covenant and grant, to &c. ^{Husband having no Lands to make a Jointure, to leave the Wife so much in Money,} and with the said C. D. and E. F. their Heirs and Assigns, that in case the said intended Marriage shall take effect, and he the

the said *A. B.* shall happen to die in the Life-time of the said *E.* that then he the said *A. B.* shall and will by his Last Will or otherwise, give and assure unto the said *E. B.* the Sum of, &c. or the full Value thereof in Lands, Tenements, Goods or Chattels, to be at her own proper Disposal, and to be by her received and taken to her own separate Use and Benefit.

To pay Money to a Wife after the Decease of the Husband, and to Children when of Age, &c. with Interest in the mean time for their Maintenance, &c. And it is agreed by and between the said Parties to these Presents, and the said *A. B.* for himself, his Heirs, Executors and Administrators, doth covenant and grant to and with the said *C. D.* his Executors and Administrators in manner following, (that is to say) That in Consideration of the said Marriage and Marriage-Portion, and for the making a competent Maintenance and Provision to and for the said *E.* his intended Wife, out of the Estate of the said *A. B.* (in case the said Marriage shall take Effect, and the said *E.* shall happen to survive the said *A.* her intended Husband, and there shall be no Issue Male or Female of the Body of the said *A. B.* on the Body of the said *E. D.* begotten, living at the time of the Decease of the said *A. B.*) the Heirs, Executors or Administrators of the said *A. B.* shall and will well and truly pay or cause to be paid unto the said *E.* the full Sum of, &c. within six Months next after such the Decease of the said *A. B.* to and for the sole and only proper Use and Benefit of the said *E.* to be disposed of at her free Will and Pleasure. And also, if there shall be Issue one or more Child or Children of the

The Provision for the Children.

Body of the said *A. B.* on the Body of the said *E.* begotten, living at the time of the Decease of the said *A. B.* that then the Heirs, Executors or Administrators of the said *A. B.* (over and above the said Sum of, &c. to be paid unto her the said *E.* as aforesaid) shall and will well and truly pay unto the said Child (if there be but one) the Sum of, &c. to such only Child for his or her Portion, when and as soon as such Child shall attain the Age of 21 Years; or if there be two or more such Children, then the Sum of, &c. to be equally divided between them, share and share alike, for their respective Portions, to be paid unto them as they shall respectively attain the said Age of 21 Years; and in the mean time, and until such the said Portion or Portions shall be payable as aforesaid, the Executors or Administrators of the said *A. B.* shall and will out of the said Estate of the said *A. B.* well and truly pay or cause to be paid unto every such Child and Children for their several and respective Maintenance and Livelibood, the several Sums herein after mentioned, (that is to say) If there be but one such Child, the yearly Sum of, &c. and if two or more such Children, the yearly Sum of, &c. apiece, unto each and every such Child or Children, the said yearly Sums for Maintenance to be continued and paid unto such Child and Children, until their respective Portions shall be paid unto them respectively, in manner as is before agreed, at the two most usual Terms or Days of Pay-

Payment in the Year, (that is to say) the Feasts of, &c. by even and equal Portions, the first Payment thereof to be made at such of the said Feasts or Days of Payment which shall first and next happen after the Decease of him the said *A. B.*

*To pay Legacies
and Portions,
and protect
Lands and Per-
sons, &c. from
the same.*

And the said *A. B.* for himself, his Heirs, Executors and Administrators, doth covenant and grant to and with the said *C. D.* &c. their Executors, Administrators and Assigns, That he the said *A. B.* his Heirs, Executors or Administrators, shall and will well and truly pay or cause to be paid unto the said *E. F. G. H.* &c. the said several Legacies and Portions of, &c. a-piece, and yearly Maintenance of, &c. a-piece above mentioned to be to them given and bequeathed, in and by the said recited Last Will and Testament of the said, &c. their late Father deceas'd, when and as the same shall become due and payable, according to the true intent and meaning of the same Will. And also shall and will from time to time, and at all times hereafter well and sufficiently protect, indemnify and save harmless all and singular the said Messuages, Lands, Tenements, Hereditaments and Premises above mentioned to be granted and conveyed in and by the said recited Indenture, and every Part and Parcel thereof, with the Appurtenances; and also all and every the Person and Persons who by the Purport and true Meaning of the same Indenture, ought to hold and enjoy the same Premises or any Part or Parcel thereof, and his and their Trustees and Tenants thereof, from and

and against the said Legacies, Portions and Maintenances and every of them, and of, from and against all Actions and Suits, both at Law and in Equity, which shall or may be brought, commenced or prosecuted for, touching and concerning the said Legacies, Portions and Maintenances or any of them, or any part thereof, or by reason or means of the Non-payment thereof, or any part thereof.

And the said *A. B.* for himself, his, &c. *Husband to re-*
doth covenant and grant to and with the said *C. D.* his, &c. That if the said *E.* Wife *pay part of the*
of the said *A. B.* shall happen to die in the *Marriage-Portion, if the*
Life-time of the said *A. B.* (or within seven *Wife dies with-*
Years, &c. from the Date of these Presents, *out Issue, &c.*
and in the Life-time, &c.) without any Issue
on her Body lawfully begotten by him the
said *A. B.* that then he the said *A. B.* his,
&c. shall and will within one Year next
after the Death of her the said *E.* she so
dying without Issue of her Body as afore-
said, well and truly repay or cause to be paid
unto the said *C. D.* his Executors, Admini-
strators or Assigns, the Sum of, &c. part of
the Portion by him received in Marriage
with the said *E.*

And it is agreed, &c. between the said *Parties* to these Presents, That the said *E. D.* shall and may after the Solemniza-
tion of the said Marriage, alone and sepa-
rate from her said intended Husband, let
and set all the Lands and Tenements where-
of she is seised, possessed or intitled unto,
and from time to time, during the intended
coverture, have, receive and take to her
own*separate Use and Benefit, the Rents
and

and Profits thereof, and her Receipts therefore shall be from time to time a good Discharge to the Persons paying the same; and may also mortgage, sell and dispose of her Lands, in which Mortgages or Sale the said *A. B.* shall join for making the same effectual, but not covenant further than against himself.

*And recover
Debts, &c.*

And also that the said *E. D.* alone and separate from her said intended Husband, shall and may receive to her separate Use, all Debts owing to her, and that her Receipts alone shall from time to time be a sufficient Discharge to the Persons paying the same; and in case any Person or Persons shall neglect or refuse to pay any Debts or Sums of Money owing to her as aforesaid, it shall be lawful for her the said *E. D.* to use the Name of the said *A. B.* in any Action or Suit to be brought for recovery thereof, so as the said *A. B.* shall be put to no Costs or Charges thereabout.

*And to make
her Will, and
dispose of her
Estate.*

And that it shall and may be lawful for the said *E. D.* to make a Will, and she is hereby impower'd to make her Last Will, or any Writing purporting her Last Will, and thereby to give and dispose of any part of her Estate, either real or personal, to whom and in what manner she shall think fit, which he the said *A. B.* will allow of and confirm.

*Husband's Co-
venant that
such Persons to
whom the Wife
shall give
Lands, &c.
shall enjoy, &c.*

And the said *A. B.* for himself, his, &c. doth covenant and grant to and with the said *C. D.* and *E. F.* their, &c. that such Person and Persons to whom the said *E.* in her Life time, either after the said Marriage

riage, or before the same, by any Deed or Deeds, or by her last Will in Writing shall give, grant, bequeath, dispose or appoint the said Messuages, Lands and Premises mentioned in the said, &c. or any Part thereof, shall and may from time to time, and at all times, during the Remainder of the said Terms and Estates which shall be then to come and unexpired, peaceably and quietly have, hold, use, occupy, possess and enjoy all and singular the said Premises, without the Let, Trouble, Hindrance, Molestation, Interruption and Denial of the said A. B. his Executors, Administrators and Assigns, and of all and every other Person and Persons whatsoever claiming in, by, from or under him, them, or any of them.

And it is agreed by and between all the said Parties to these Presents, and the said A. B. doth for himself, his Executors and Administrators, covenant and grant to and with the said C. D. and E. F. their Executors, Administrators and Assigns, That he the said A. B. shall and will, at or before, &c. next ensuing the Date hereof, well and sufficiently settle, convey and assure unto the said E. D. or to such Person or Persons as they the said C. D. and E. F. shall nominate and appoint as Trustees on the Part and Behalf of the said E. D. by way of Jointure for her Life, so much Lands as shall be of the clear yearly Value of, &c. over and above all Reprizes, for Term of her Life, without Impeachment of waste, freed and discharged of and from all In-

To settle Lands on a Wife for her Jointure, &c.

cumbrances whatsoever, in such Manner and Form as they the said C. D. and E. F. and the Survivor of them, his and their Heirs and Assigns, or their or any of their Counsel learned in the Law shall advise.

Covenant to put a Wife's Fortune out at Interest, for the Benefit of the Husband and Wife for their Lives, and afterwards the Principal to be divided amongst the Children, &c.

And the said A. B. for himself his Executors and Administrators, doth covenant and grant to and with the said C. D. his Executors and Administrators, That he the said A. B. his Executors or Administrators, shall and will within three Months next after the Solemnization of the said intended Marriage between the said C. D. and E. A. pay and deposite into the Hands of the said E. F. and G. H. the Sum of, &c. being the full Portion hereby agreed to be given in Marriage with the said E. A. which said Sum of, &c. is hereby agreed by and between the said Parties, shall and ought from time to time, to be put out at Interest on the best Security or Securities that can be gotten therefore, in the Name of the said E. F. and G. H. by and with the Consent and Approbation of the said C. D. and the Interest thereof shall and ought from time to time to be paid to and received by the said C. D. during his Life, and after his Death by the said E. during her Life; and after the Deceases of them the said C. D. and E. his intended Wife, then the said Sum of, &c. shall and ought to be paid to and amongst such Child or Children of the said E. by the said C. D. her intended Husband to be begotten, by such Proportions, and in such Manner and Form as they the said C. D. and E. his intended Wife, or the Survivor of them, shall by

by any Deed or Deeds, Writing or Writings; by them, or the Survivor of them, to be sealed and executed in the Presence of two or more credible Witnesses, direct and appoint; and in Default of such Direction and Appointment, then to be equally divided amongst all and every such Child or Children, Share and Share alike; and if there shall happen to be no such Child or Children of the said E. by the said C. D. to be begotten, then the said whole Sum of, &c. shall and ought to be paid to the said C. D. his Executors and Administrators.

And the said A. B. in Consideration of the said intended Marriage and Marriage-Portion, doth for himself, his Heirs, Executors and Administrators, covenant and grant to and with the said C. D. his Heirs, Executors and Administrators, That he the said A. B. (in case the said intended Marriage shall take effect) shall and will either in his Life-time, with the Approbation of the said C. D. and the said Trustees, or the Survivor of them, lay out the Sum of, &c. in a Purchase of Lands, Tenements, or Hereditaments, in Fee-simple in the County of, &c. and settle the same as the Counsel of the said C. D. and the said Trustees, or the Survivor of them, shall advise in such Manner as the same may be held and enjoyed by the said A. B. and his Assigns, for and during the Term of his natural Life, and after his Decease, by the said E. his intended Wife for and during her natural Life, without Impeachment of Waste; and after both their Deceases, by the Issues of their Bodies between them to be begotten, by such Proportions, and

Husband to lay out Money on Lands, and settle the same on the Wife and their Issues, &c. in such manner as they shall direct and appoint, &c.

in such Manner and Form as they the said *A. B.* and *E.* his intended Wife, or the Survivor of them, by any Deed or Deeds, Writing or Writings by them, or the Survivor of them, to be sealed and executed in the Presence of two or more credible Witnesse, shall direct or appoint; and in Default of making such Appointment, then by the Heirs of the said *E.* by the said *A. B.* to be begotten; in such Manner as it shall not be in the Power of the said *A. B.* to defeat such Issue of the same; and in Default of such Issue, then by the right Heirs of the said *A. B.* for ever: Or in case the said *A. B.* shall fail in making such Purchase and Settlement as aforesaid, then that he the said *A. B.* shall and will leave at his Death the Sum of, &c. or the full Value thereof in Money, Goods and Chattels to the said *E. F. G. H. &c.* and the Survivors or Survivor of them, and the Executors or Administrators of such Survivor, to be by them applied and disposed in such Manner as the Profits thereof shall and may be enjoyed, received and taken by the said *E.* during her Life; and after her Death by such Child and Children of her Body by the said *A. B.* begotten, and in such manner as the said *A. B.* and *E.* and the Survivor of them, by any Writing or Writings under both their Hands and Seals in their Life-time, or the Survivor of them, after the Death of either of them, under his or her Hand and Seal shall direct and appoint; and in Default of such Direction and Appointment by all and every their Child and Chil-

Or leave so much in Money at his Death for their Use, &c.

Children equally, Share and Share alike; and in Default of any such Child or Children, by the Executors and Administrators of the said A. B.

And it is further agreed by and between the said Parties to these Presents, That all such Share and Part of the said E. in and to, as well the Personal Estate of the said, &c. her Father, as of the said, &c. her Brother, shall forthwith, after the Solemnization of the said intended Marriage, be paid into the Hands of the said C. D. and E. F. who are (as soon as conveniently may be) to lay out the same in a Purchase of some Messuages, Lands, Tenements or other Hereditaments, which immediately after such Purchase made, shall be settled and assured by the Advice of good Counsel to the Uses following, (that is to say,) To the Use of the said A. B. for his Life, and after the Determination of that Estate, to the Use of certain Trustees therein to be named, and their Heirs, during his Life, in Trust to preserve the contingent Remainders herein after appointed; and after the Death of the said A. B. then to the Use of the first, second, and all and every other Son and Sons of the said A. B. on the Body of the said E. begotten, in Tail-Male, to take as they and each of them severally and successively shall be in Seniority of Age; and for Default of Issue, then to the Use of certain Trustees therein to be named, for the Term of 1000 Years, in Trust for all and every the Daughter and Daughters of the said A. B. on the Body of the said E. begotten, which Term is also

To pay Part of the Wife's Fortune into the Hands of Trustees, to be laid out in the Purchase of Lands, to be settled on the Husband and Wife, and their first and other Sons &c. with Terms for Daughters, &c.

to be defensible on Payment of the several Sums of Money for the Portion and Portions of such Daughters and Daughters, by such Proportions, and in such manner as are in and by one Indenture, bearing Date, &c. made between, &c. agreed and intended to be raised and paid with Interest for the same, and as a further Security for Payment of them; And in case there shall be no such Daughter or Daughters, or having such Daughter or Daughters, they shall all die before either of their Portions shall become payable, then to the Use of the said E. for her Life; and after her Death to the Use of the first, second, and all and every other Son and Sons of the said A. B. on any other Wife to be begotten, in Tail-Male, to take severally and successively after each other, as they shall be in Seniority of Age; and for Default of such Issue, to the Use of the said A. B. his Heirs and Assigns for ever; and until such Purchase and Settlement shall be made as aforesaid, such Money is to be placed out in Trustees Names, and the Interest thereof to be paid to and received by the said A. B. and such other Person and Persons as would be entitled to receive the Rents and Profits of the Lands, in case such Purchase and Settlement were actually made.

And in the mean time Money to be put out as Interest in the Names of Trustees, &c.

To lay out Money in the Purchase of Lands, to be settled to Uses in a former Settlement, and as an additional

Security, for raising Daughter's Portions, &c.

And the said A. B. for the Considerations aforesaid, doth covenant, promise and agree, to and with the said C. D and E. R their Executors and Administrators, That he the said A. B. shall and will, as soon and with as much convenient speed as may be, after

after the Solemnization of the said intended Marriage, lay out and dispose, of his own proper Money, the Sum of, &c. either entirely or by Parcels, in the Purchase or Purchases of Lands, Tenements or Hereditaments in the Kingdom of *England*, and cause or procure the same to be conveyed and settled to and for such Uses, Intents and Purposes, upon such Trusts and under and subject to such Proviso's, Powers and Agreements, as are herein before declared, mentioned and expressed, of and concerning the said Premises in, &c. but so as the Term of 1000 Years, to be limited in such new Purchase or Purchases, shall be only as an additional Security for the raising and paying the Portions and Maintenances to and for such Daughter or Daughters as aforesaid, as are herein before directed and appointed to be raised and paid, and not for the raising any other Portions or Maintenances. And further, That he the said *A. B.* his Heirs, Executors or Administrators, shall and will, until the said Sum of, &c. shall be laid out by him or them in purchasing as aforesaid, pay unto such Person or Persons, as for the time being shall be intituled by Virtue of these Presents to the Rents and Profits of the said Premises, Interest after the Rate of *4 l. per Cent. per Ann.* for the said Sum of, &c. or so much thereof as shall from time to time remain in his or their Hands, and not be laid out in purchasing as aforesaid.

And until such Purchase, so pay Interest, &c.

That as Lands settled are not of a sufficient Value for a Jointure and Child en's Portion, the Marriage-Portion to be paid in to the Hands of Trustees, to be laid out on the Purchase of other Lands, to be settled on the Husband, Wife, and their Heirs Male, &c.

And forasmuch as the said Messuages, Lands, Tenements and Premisses above mentioned, and limited to the Use of the said E. are not of a Value sufficient to make a Jointure for the said E. answerable to her said Fortune, or to raise and satisfy the said several Portions herein before appointed, but are short in Value for the doing thereof, it is therefore agreed and declared by and between the said Parties to these Presents, That the said Sum of, &c. above mentioned to be paid as the Marriage-Portion of the said E. intended Wife of the said A. B. shall not be paid or come into the Hands of him the said A. B. but shall immediately after the Solemnization of the said intended Marriage, be set forth at Interest in the Name of the said C. D. E. F. &c. and of the Survivors and Survivor of them, in Trust to be by them, their Executors or Administrators, with what convenient speed may be, laid out in the purchasing of some Messuages, Lands, Tenements or Hereditaments of Inheritance in Fee-simple in the County of, &c. so as the same be so laid out by the Approbation of the said A. B. in case he shall be then living, which Lands and Hereditaments, when purchased, shall be settled and assured to, for and upon the several Uses, Intents, Trusts and Purposes following (that is to say) to the Use and Behoof of the said A. B. and his Assigns, for and during the Term of his natural Life, without Impeachment of Waste; and after the Determination of that Estate, to the Use of the said C. D. E. F.

E. F. &c. and their Heirs, during his Life, in Trust to preserve the contingent Remainders herein after mentioned, and after his Death, to the Use and Behoof of the said E. his intended Wife for her Life, in full of her Jointure; and after the Deceases of the said A. and E. to the Use and Behoof of the said C. D. E. F. &c. their Executors, Administrators and Assigns, for and during the Term of 500 Years thence next following, and fully to be ended; and after the Determination of that Term, then to the Use and Behoof of the Heirs Males of the Body of the said E. by the said A. B. lawfully begotten; and for Default of such Issue, then to the Use and Behoof of the said A. B. his Heirs and Assigns for ever; and the said Term is to be declared in Trust for the better raising of such Portion and Portions for all the younger Sons and Daughters of the said A. B. begotten on the Body of the said E. payable in such Parts and Portions, and in such Manner and Form as they the said A. B. and E. or the Survivor of them, by his or their Will in Writing, or by any other Writing under the Hand and Seal of them, or the Survivor of them, executed in the Presence of two or more credible Witnesses, shall direct or appoint; and if the said A. B. shall not leave more than one Child of his Body begotten on the said E. behind him, at his Death, or if no such Direction or Appointment shall be made as aforesaid, that then and in either of the said Cases the said Term of 500 Years shall cease and be void.

The Term to be declared on Trust, to raise Daughter's Portions, &c.

*And until the
Purchase made
to place the
Money out at
Interest in
Name of Tru-
stees, &c.*

*Trustees not to
be accountable
for bad Secu-
rities.*

*And to deduct
Costs, &c.*

void. And it is further agreed and declared by and between the said *A. B.* and *C. D. E. F. &c.* That until a convenient Purchase for laying out the said, &c. as aforesaid, can or may be had, the said, &c. shall be let out at Interest from time to time in the Name of the said *C. D. E. F. &c.* on the best Security or Securities that can be had or got for the same, such Securities during the Life of the said *A. B.* to be taken by his Approbation, and the Interest and Increase of the Money so to be put out upon Securities, shall from time to time be paid to, and be received by, such Person and Persons to whom the Rents and Profits of the said Lands and Tenements to be purchased with the said, &c. should by the Purport of these Presents from time to time appertain and belong, in case such Purchase and Settlement were really made as aforesaid. And it is further agreed and declared, That if any Part of the said, &c. shall be set forth at Interest and be lost, or become a desperate Debt or Debts, that then the said *C. D. E. F. &c.* or either of them, shall not be accountable for more than they can or may actually receive, so as such Securities be taken by and with the Approbation and Consent of the said *A. B.* And further, That it shall and may be lawful to and for each of them the said *C. D. E. F. &c.* to deduct out of the said, &c. and Interest, their reasonable Costs and Charges, to be expended in and about or concerning the said Trust hereby in them reposed in Reference to the said, &c.

And

And the said C. D. for himself, his Heirs, ^{To pay a} Executors and Administrators, doth cove- ^{Wife's Portion.}
nant and grant to and with the said
A. B. his Executors, Administrators and
Assigns, That in Consideration of the said
intended Marriage, and in case the same
takes effect, he the said C. D. his Executors
or Administrators, shall and will well and
truly pay, or cause to be paid, unto the
said A. B. the full Sum of, &c. or the full
Value thereof, by and in such Securities as
the said A. B. shall allow and accept of
within 21 Days after the Solemnization of
the said intended Marriage, as and for the
Marriage-Portion of the said E. his said
Daughter.

And the said T. B. in Consideration of ^{Covenant in}
the said intended Marriage, and of the ^{Marriage-Ar-}
Portion and Settlement herein after agreed ^{ticles, in Con-}
to be paid and made by the said, &c. doth ^{sideration}
for himself, his Heirs and Assigns, cove- ^{of the Wife's}
nant, grant and agree to and with the said ^{Portion, to}
C. D. That in case the said Marriage shall ^{settle and con-}
take effect, that then he the said T. B. shall ^{vey Lands of}
and will at his own Costs and Charges, and ^{such an yearly}
in such manner as the Counsel of the said ^{Value clear,}
C. D. shall advise, settle, convey and as- ^{(publick Taxes}
sure as many Messuages, Farms and Lands ^{excepted) to}
in the said County of, &c. as shall be of the ^{the Use of a}
clear yearly Value of, &c. per Ann. (pub- ^{Husband, Wife,}
lick Taxes excepted) and free from all In- ^{and their first}
cumbrances, to the Uses following, (that is, ^{and other Sons,}
to say) to the Use and Behoof of the said ^{with Terms to}
A. B. his Son and his Assigns, during the ^{Trustees to}
Term of his natural Life, without Im- ^{raise Daugh-}
peachment of Waste; and after the Deter- ^{ter's Portions;}
mination ^{and Remain-}
^{der's over, &c.}

mination of that Estate, to the Use of Trustees therein to be named, and their Heirs, during his Life, in Trust to preserve and support the contingent Remainders herein after mentioned; and after his Death, to the Use and Behoof of the said E. his intended Wife for her Life for her Jointure; and after the Deceases of the said A. and E. then to the Use of the first, second, and all other the Son and Sons of the said A. B. on the Body of the said E. begotten, in Tail-Male, to take according to the Seniority of Age of such Son and Sons successively; and for Default of such Issue Male, then to the Use of certain Trustees, therein to be named, for the Term of 500 Years, in Trust for all and every the Daughter and Daughters of the said A. B. on the Body of the said E. begotten, but to be defensible on Payment of the Sum and Sums of Money herein after mentioned, for the Portion and Portions of such Daughter and Daughters, (that is to say) in case there shall be but one such Daughter, the Sum of, &c. and in case there shall be two such Daughters, the Sum of, &c. equally to be divided between them; and in case there shall be three or more such Daughters, then the Sum of, &c. equally to be divided amongst them, Share and Share alike, and to be made payable at their several Ages of 21 Years, or Days of Marriage first happening respectively, with Interest therefore, after the Rate of 4 l. per Cent. per Ann. in the mean time for their Maintenance; and after the Determination

mination of the said Term of 500 Years, then to the Use and Behoof of the first, second, and other Sons of the said A. B. on the Body of any other Wife begotten, in Tail-Male, to take severally and successively, according to Seniority of Age; and for Default of such Issue, with Remainder to the right Heirs of the said A. B. for ever.

And that in the said Settlement hereby intended to be made of the said Manors, Lands, &c. as aforesaid, there shall be *That in such Settlements, there shall be* Clauses inserted, That in Case the said A. B. *Cluses to charge the Lands with Portions and Annuities for younger Sons.* shall have more Sons than one, or shall have a Son and one or more Daughters on the Body of the said E. begotten, that then he the said A. B. shall and may be empowered by any Deed or Deeds in Writing, or by his last Will in Writing, to charge all or any of the Manors and Lands therein mentioned, with such Portion and Portions for Daughters or younger Sons between them begotten, as he shall think fit, not exceeding in the whole the Sum of, &c. or to charge any Annuity or Annuities to be payable to such younger Son or Sons, as he shall think convenient, not exceeding in the whole the yearly Sum of, &c. and to be made payable to them during the Life or Lives only of such Son and Sons respectively, to take Commencement after the Death of the said E.

And

*And that in
such Settlement
there be reserved
a Power to
make Leases,
&c.*

And that in the said intended Settlement a Power shall be given to the said *A. B.* during his Life, and after his Death for the said *E.* during her Life, to grant any Lease or Leases of the said Premises to be settled as aforesaid, or any part thereof, for any Term or Number of Years, not exceeding 21 Years, so as such Leases be not made without Impeachment of Waste, and so as there be therein reserved the best and utmost Values of the Lands therein to be demised, payable to such Person and Persons to whom the Premises so leased shall belong, pursuant to the Uses herein before agreed for the time being, with usual Clauses of Distress and Re-entry for Non-payment, and so as Counterparts of all such Leases be duly made and executed by the several Lessees respectively.

*Covenant in a
Marriage-Settle-
ment, that
the Lands shall
remain to the
Uses, &c.*

And the said *T. B.* and *A. B.* for themselves severally and apart, and not jointly, and for their respective Heirs and Assigns, do severally and apart, and not jointly, covenant and grant to and with the said *C. D. E. F. &c.* their Heirs and Assigns, That all and singular the said Manors, Messuages, Lands, Tenements, Hereditaments and Premises above mentioned, shall and may from time to time, and at all times for ever hereafter, remain, continue and be, to, for and upon the several Uses, Intents, Trusts and Purposes herein before mentioned, limited, expressed and declared according to the true intent and meaning of these Presents, and to and for none other Use, Intent, Trust or Purpose whatsoever.

And

And also, that the said Messuages, *That Lands*
 Lands, Rents, Hereditaments and Premisses, *and Rents shall*
 and every Part thereof, shall and may from *remain to Uses,*
 henceforth, be, remain and continue to, *&c.*
 for and upon the several Uses, Intents,
 Trusts and Purposes, and under and subject
 to the several Limitations and Agreements
 aforesaid, touching or concerning the same
 Premisses respectively, free and clear, and
 freely and clearly acquitted and discharged
 of and from all former and other Gifts,
 Grants, Bargains, Sales, Mortgages, Judg-
 ments, Statutes, Recognizances, Titles,
 Troubles, Annuities, Rents-charges, yearly
 Payments, Demands and Incumbrances
 whatsoever, made, done or suffered by
 him the said A. B. (other than and except
 such Leases and Grants by Copy of Court-
 Roll, as are now in being on several Te-
 nements within the said Manor of, &c.
 aforesaid.)

And the said A. B. doth by these Presents, *That Lands*
 for himself, his Heirs and Assigns, cove- *shall remain to*
 nant and grant to and with the said C. D. *Uses, and free*
 E. F. and G. H. their Executors, Admini- *from Incum-*
 strators and Assigns, That all and singular *brances, except*
 the said Messuages, Lands, Tenements and *Terms to be*
 Hereditaments above mentioned, and every *assigned on*
 Part and Parcel thereof, with the Appur- *Trust to attend*
 tenances, shall from time to time, and at *Uses, Leases,*
 all times hereafter, remain, continue, and be *Rents to pass,*
 to, for and upon the several Uses, Intents, *&c.*
 Trusts and Purposes herein-before men-
 tioned, limited, expressed and declared,
 (except as is herein-after excepted) and
 that free and clear, or otherwise from time
 to

to time saved harmless and kept indemnified of and from all and all manner of former and other Bargains, Sales, Gifts, Grants, Leases, Mortgages, Jointures, Dowers, Uses, Wills, Intails, Fees, Fines, Post-Fines, Issues, Amerciaments, Seisures, Bonds, Annuities, Writings Obligatory, Statutes-Merchant and of the Staple, Recognizances, Extents, Judgments, Executions, Rents and Arrearages of Rent, and of and from all other Charges, Estates, Rights, Titles, Troubles and Incumbrances whatsoever, had, made, committed, done or suffered, or at any time hereafter to be had, made, committed, done or suffered by him the said *A. B.* and by, &c. decess'd, or by, &c. or any of his, her or their Ancestors, or by any other Person or Persons whatsoever, claiming or to claim, by from or under them or any of them, (except the several Terms of, &c. heretofore granted of the said Premises by the said &c. decess'd, to, &c. which several Terms are assigned or intended to be assigned to persons in Trust, to attend and protect the several Uses in these Presents contained, and also except the several Leases and Terms in the first Schedule hereunto annexed mentioned, other than the Rents and Services therein severally reserved, which are intended to pass hereby.)

To hold and enjoy Lands so Uses declared in another Indenture.

And the said *A. B.* for himself, his Heirs, Executors, Administrators and Assigns, doth covenant and grant to and with the said *C. D. E. F. G. H. &c.* their Heirs and Assigns, That they the said *C. D. E. F.* and
G. H.

G. H. their Heirs, Executors, Administrators and Assigns, shall and may from time to time, and at all times after the Solemnization of the said intended Marriage, have, hold and enjoy all and singular the said Messuages, Lands, Tenements, Hereditaments and Premises above mentioned, and every Part and Parcel thereof, with the Appurtenances, upon such Trusts as shall be thereof declared as aforesaid, without the Let, Trouble, Hindrance, Molestation, Interruption and Denial of him the said A. B. his Heirs, Executors, Administrators and Assigns, or of any other Person or Persons whatsoever, claiming or to claim, by, from or under him.

And also, (or, And further) That he the said A. B. and his Heirs, and all and every other Person and Persons, and his and their Heirs, any thing having or claiming in the said Premises above mentioned, or any Part thereof, by from or under him, them or any of them, or by, from or under the said, &c. or any of his Ancestors (except before excepted) shall and will from time to time, and at all times hereafter, at the reasonable request of them the said C. D. E. F. &c. their Executors, Administrators or Assigns, (or, their Heirs and Assigns) but at the proper Costs and Charges of him the said A. B. his Heirs and Assigns, make, do, acknowledge, levy, suffer and execute, or cause or procure to be made, done, acknowledged, levied, suffered and executed, all and every such further and other lawful

bound in a settlement to make future assurance.

to time saved harmless and kept indemnified of and from all and all manner of former and other Bargains, Sales, Gifts, Grants, Leases, Mortgages, Jointures, Dowers, Uses, Wills, Intails, Fees, Fines, Post-Fines, Issues, Amerciaments, Seisures, Bonds, Annuities, Writings Obligatory, Statutes-Merchant and of the Staple, Recognizances, Extents, Judgments, Executions, Rents and Arrearages of Rent, and of and from all other Charges, Estates, Rights, Titles, Troubles and Incumbrances whatsoever, had, made, committed, done or suffered, or at any time hereafter to be had, made, committed, done or suffered by him the said A. B. and by, &c. deceas'd, or by, &c. or any of his, her or their Ancestors, or by any other Person or Persons whatsoever, claiming or to claim, by from or under them or any of them, (except the several Terms of, &c. heretofore granted of the said Premises by the said &c. deceas'd, to, &c. which several Terms are assigned or intended to be assigned to persons in Trust, to attend and protect the several Uses in these Presents contained, and also except the several Leases and Terms in the first Schedule hereunto annexed mentioned, other than the Rents and Services therein severally reserved, which are intended to pass hereby.)

To hold and enjoy Lands to Uses declared in another Indenture.

And the said A. B. for himself, his Heirs, Executors, Administrators and Assigns, doth covenant and grant to and with the said C. D. E. F. G. H. &c. their Heirs and Assigns, That they the said C. D. E. F. and

G. H.

G. H. their Heirs, Executors, Administrators and Assigns, shall and may from time to time, and at all times after the Solemnization of the said intended Marriage, have, hold and enjoy all and singular the said Messuages, Lands, Tenements, Hereditaments and Premises above mentioned, and every Part and Parcel thereof, with the Appurtenances, upon such Trusts as shall be thereof declared as aforesaid, without the Let, Trouble, Hindrance, Molestation, Interruption and Denial of him the said A. B. his Heirs, Executors, Administrators and Assigns, or of any other Person or Persons whatsoever, claiming or to claim, by, from or under him.

And also, (or, And further) That he the said A. B. and his Heirs, and all and every other Person and Persons, and his and their Heirs, any thing having or claiming in the said Premises above mentioned, or any Part thereof, by from or under him, them or any of them, or by, from or under the said, &c. or any of his Ancestors (except before excepted) shall and will from time to time, and at all times hereafter, at the reasonable request of them the said C. D. E. F. &c. their Executors, Administrators or Assigns, (or, their Heirs and Assigns) but at the proper Costs and Charges of him the said A. B. his Heirs and Assigns, make, do, acknowledge, levy, suffer and execute, or cause or procure to be made, done, acknowledged, levied, suffered and executed, all and every such further and other lawful

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and reasonable A& and A&s, Thing and Things, Devise and Devises, Assurance and Assurances, Conveyance and Conveyances in the Law whatsoever, for the further, better and more perfect granting and assuring of all and singular the said Messuages, Lands, Tenements, Hereditaments and Premises above mentioned, and every Part and Parcel thereof, with the Appurtenances, to, for and upon the several Uses, Trusts, Intents and Purposes herein before mentioned, limited, expressed and declared, according to the true intent and meaning of these Presents, as by the said C. D. E. F. &c. their Executors, Administrators or Assigns, their or either of their Counsel learned in the Law, shall be reasonably devised or advised and required. And lastly, It is covenanted, granted, concluded and agreed upon, by and between the said Parties to these Presents, and the true meaning hereof also is, and it is hereby so declared, that all and every Fine and Fines, and all and every Recovery and Recoveries, Assurance and Assurances, Conveyance and Conveyances in the Law whatsoever, already had, made, levied, suffered, executed or acknowledged, or at any time hereafter to be had, made, levied, suffered, executed or acknowledged, of the said Messuages, Lands, Hereditaments and Premises above mentioned, or any Part thereof, either alone by itself, or jointly with any other Lands, Tenements, &c. by and between the said Parties to these Presents, or by

*And that all
Assurances shall
enure, &c.*

by and between them, or any or either of them, and any other Person and Persons, as for and concerning all and singular the said Messuages, Lands, Tenements, Hereditaments and Premises above mentioned, with the Appurtenances, Shall be and enure, and shall be adjudged, esteemed and taken to be and enure, to, for and upon the several Uses, Intents, Trusts and Purposes herein-before mentioned, limited, expressed and declared, and to and for none other Uses, Intents or Purposes whatsoever.

And the said A. B. and E. his Wife, and their Heirs, shall and will upon the reasonable Request of the said C. D. his Heirs, Executors or Administrators, make, do, acknowledge, suffer and execute, or cause to be made, done, acknowledged, suffered and executed, all and every such reasonable and lawful Act and Acts for the further, better and more perfect assuring or conveying of the said Manor and Premises, or of any Part or Parcel thereof, with the Appurtenances, to the said C. D. his Heirs and Assigns, to the Uses, Intents and Purposes above mentioned, be it by Fine, Feoffment, Recovery, or by any of the said Ways, or by any other Ways, Means, Devise or Assurance whatsoever, as shall be reasonably devised, advised or required by the said C. D. his Heirs and Assigns, or his or their Counsel learned in the Law, so as the said Fine or other Assurance do not contain any further or other Warranty or Covenants than are herein contained.

Another Covenant in a Settlement to make future Assurance.

*A. & B. to levy a
Fine so the
Uses.*

And further, That the said *A. B. and E. his*
Wife, and the Survivor of them, shall and
will before the end of *Hilary Term* next
ensuing the Date hereof, in his Majesty's
Court of *Common-Plas* at *Westminster*, take
knowledge and levy in due Form of Law
unto the said *C. D.* and his Heirs, one or
more Fine or Fines, *sur Conuersion de droit*
come cas, &c. of all and singular the said
Premises above mentioned, with Provisions
thereupon, according to the Form
of the Statute in such Cases made and provided
ed by such Name or Names, Quantities, Qua-
lities and Number of Acres as by the said
C. D. or his Counsel learned in the Law
shall be reasonably devised or advised and
required, so that the said *A. B. and E. his*
Wife, nor either of them, be not obliged
or compelled to travel from the place of
their Abode. Which said Fine or Fines, in
or in any other manner to be levied, and all
other Fines, Recoveries and Assurances
hereafter to be had or made of the Pre-
misses on any Part thereof, shall be and
enure, and the Conuersion or Conuersion of such
Fine and their Heirs, by virtue hereof, shall
stand and be seized of the same Premises,
to the only respective Uses, Intents and
Purposes, and upon the Trusts and under
and subject to the Provisions and Agree-
ments hereinbefore limited, expressed and
declared, and to no other Uses, Intents or
Purposes whatsoever.

3d Nov. 1711

And

And lastly, It is hereby declared by and *Not to disturb*
between all the said Parties to these Pre- *Trustees*
sents, That the said C. D. E. F. &c. their *harmless from*
Heirs, Executors, Administrators, and As- *Damages and*
signs, shall from time to time be saved *Expenses.*
harmless by and out of the Premises, of
and from all such Costs, Charges, Damages
and Expences as they or any of them shall
sustain and be put unto by reason of the
said Estates and Trusts herein before de-
clared, for the undertaking and managing
thereof, or in any ways touching or con-
cerning the same, and shall be accountable
for so much only as they respectively shall
actually receive, by or out of the Premises,
and for no more, nor the one for the other,
nor with nor for the Receipts or Disburse-
ments the one of the other.

And the said A. B. for himself, his Heirs, *Not to disturb*
Executors and Administrators, doth cove- *Trustees in the*
nant and grant to and with the said C. D. *Execution of*
E. F. &c. their Executors and Administra- *their Trust.*
tors, That neither he the said A. B. his
Heirs, Executors or Administrators, shall
or will impede, hinder or obstruct the said
C. D. E. F. &c. or either of them, in the
Execution of their said Trust hereby in-
them reposed, but will from time to time,
and at all times hereafter, permit the Pre-
mises, and the Proceeds and Effects there-
of, to be managed, received, paid and ap-
plied according to the Trusts aforesaid.

*Covenants to
Bond seized to
Uses on a Mar-
riage, made in
Consideration
of the Portion,
pursuance of
Marriage-Ar-
ticles, and for
settling the Pro-
misses.*

Witnesseth, That the said *A. B.* for and in Consideration of a Marriage already had and solemnized between him the said *A. B.* and *E.* his now Wife, Daughter of the said *C. D.* and of the Sum of, &c. to the said *A. B.* in hand paid, as the Marriage-Portion of the said *E.* and in pursuance and performance of certain Articles of Agreement made before their inter-marriage, bearing Date, &c. between the said &c. and to the intent that all and singular the Messuages, Lands, Tenements and Hereditaments therein and herein-after mentioned, and the Reversion and Reversions, Remainder and Remainders, Rents and Services thereof, and of every Part thereof, shall and may at all times hereafter, be remain and continue, to and for the several Uses, Intents, Trusts and Purposes herein-after particularly limited, expressed and declared, he the said *A. B.* hath covenanted and granted, and by these Presents doth for himself, his Heirs and Assigns, covenant and grant to and with the said *C. D. E. F. &c.* their Heirs and Assigns, That he the said *A. B.* and his Heirs, and all and every other Person and Persons, and his and their Heirs, now standing and being seised, or which hereafter shall stand and be seised, of and in all that Messuage or Tenement, with all the Out-houses, &c. Lands, &c. whatsoever thereunto belonging or appertaining, &c. situate, &c. now in the Possession of, &c. and of and in one other Messuage with its Appurtenances in,

in, &c. in the Possession of, &c. and also of
 and in the Reversion and Reversions, Re-
 mainder and Remainders, Rents and Ser-
 vices of all and singular the said Premises
 above mentioned, and of every Part and
 Parcel thereof, with the Appurtenances,
 shall and will from time to time, and at all
 times from henceforth for ever hereafter,
 for the Considerations aforesaid, stand and
 be seised of and in all and singular the said
 Messuages, Lands, Tenements, Heredita-
 ments and Premises above mentioned, and
 of and in every Part and Parcel thereof,
 with the Appurtenances; and also of and
 in the Reversion and Reversions, Remainder
 and Remainders, Rents and Services thereof
 with the Appurtenances, to the several
 Uses, Intents and Purposes hereafter in and
 by these Presents particularly mentioned,
 limited, expressed and declared, (that is
 to say) To the Use and Behoof of the said
 A. B. and his Assigns, for and during the
 Term of his natural Life, without Impeach-
 ment of or for any manner of Waste, and
 from and after the Determination of that
 Estate, then to the Use and Behoof of the
 said C. D. E. F. &c. and their Heirs, du-
 ring the natural Life of the said A. B. for
 the Preservation and Support of the Con-
 tingent Remainders hereinafter limited,
 and from and after the Decease of the said
 A. B. then to the Use and Behoof of the
 said E. his Wife and her Assigns, for and
 during the Term of her natural Life for her
 Jointure, in Bar of her Dower, and from

*The Uses decla-
 red, (to wit)
 the common
 Uses, as to Hus-
 band for Life,
 Wife for Life,
 Remainder to
 the Heirs of the
 Body of the
 Wife begotten
 by the Husband,
 Remainder to
 his Heirs.*

and after the several Deceases of the said *A. B.* and *E.* his Wife, then to the Use and Behoof of the Heirs of the Body of the said *E.* by the said *A. B.* begotten and to be begotten; and for Default of such Issue, to the Use and Behoof of the said *A. B.* his Heirs and Assigns for ever, and to or for none other Use, Intent or Purpose whatsoever.

To levy a Fine
in a Convey-
ance.

And each of them the said *A. B. E. B.* and *C. D.* for him, her and themselves, severally and apart, and not jointly, and for his, her and their several Heirs and Assigns, doth further, severally and apart, and not jointly, covenant and grant to and with the said *E. F.* his Heirs and Assigns, that they the said *A. B. E. B.* and *C. D.* shall and will before the end of *Hilary*-Term next coming, before the King's Majesty's Justices of his Court of *Common-Plays* at *Westminster*, in due Form of Law, acknowledge and levy to the said *E. F.* and his Heirs, One Fine *sur Conuzance de droit come ceo, &c.* with Proclamations to be thereupon had according to the Form of the Statute in that case made and provided, of all and singular the said Premises above mentioned, with the Appurtenances, by such Name and Names, Quantities and Numbers of Messuages, Acres and Things, and in such manner and form as by the Counsel learned in the Law, of the said *E. F.* shall be advised and thought fit.

Hath

Have covenanted and granted, and by these Presents doth covenant and grant to and with the said C. D. his Heirs and Assigns, That he the said A. B. and E. his Wife, shall and will, on this side and before the End of *Easter Term* next coming, before the King's Majesty's Justices of his Court of *Common-Pleas* at *Westminster*, in due Form of Law, levy and acknowledge unto the said C. D. and his Heirs, One Fine *per Conuzance de droit come ceo, &c.* with Proclamations to be thereupon had according to the Form of the Statute in that case made and provided, of all that Messuago or Tenement, with the Appurtenances, in the Possession of, &c. situate, &c. and also of, &c. in the Tenure of, &c. with all and singular its Appurtenances: And also of the Reversion and Reversions, Remainder and Remainders, Rents and Services of the said Premises above mentioned, and of every Part and Parcel thereof, with the Appurtenances, by such Name and Names, Quantity and Number of Messuages, Acres and Things, and in such manner and form as by the said E. F. or his Counsel learned in the Law, shall be reasonably devised or advised and required. Which said Fine so be had and levied in manner aforesaid, and all and every other Fine and Fines already had, or at any time hereafter to be had, levied, sued or prosecuted, of the said Premises, or any Part thereof, by itself, or jointly with any other Lands or Tenements, by or between the said Parties to these Presents, or by or between them

them or any or either of them, and any other Person or Persons, as for and concerning all and singular the said Premises above mentioned, with the Appurtenances, shall be and enure; and shall be adjudged, esteemed and taken to be and enure, to and for the only proper Use and Behoof of the said C. D. his Heirs and Assigns for ever, and to and for none other Use, Intent or Purpose whatsoever.

*Covenant to
levy a Fine and
Recovery to
Use: on a Mar-
riage, and the
Uses declared,
viz to the Hus-
band, Wife,
first and other
Sons; with
Terms for
Daughters, and
Remainder to
the Husband's
Heirs.*

In Consideration of a Marriage, &c. and for the sealing and assuring, &c. they the said T. B. and A. B. do and either of them doth for themselves, their Heirs and Assigns, covenant, grant and agree to and with the said C. D. and E. F. their Heirs and Assigns, and the said C. Wife of the said T. B. doth hereby consent and agree, That they the said T. B. and C. his Wife, and A. B. shall and will, on this side and before the End of Michaelmas Term next coming, in due Form of Law, acknowledge and levy before his Majesty's Justices of his Court of Common-Pleas at Westminster, unto the said C. D. and E. F. and their Heirs, or to the Heirs of one of them, One Fine *sur Conuissance de droit come ceo*, &c. with Proclamations to be had thereupon, according to the Form of the Statute in that case made and provided, of all that the Manor of, &c. and of all that Capital Messuage, &c. in the Possession of, &c. and by him held for the Term of, &c. under the yearly Rent of, &c. and also, &c. with all and every their Appurtenances; and

and of the Reversion and Reversions, &c. of all and singular the said Manor and Premises, and every Part and Parcel thereof, by such Name and Names, Quantities, Qualities, and Number of Manors, Messuages, Acres and Things, and in such sort, manner and form, as by the Counsel learned in the Law, of the said C. D. and E. F. shall be advised and thought fit. Which said Fine so to be had and levied in manner aforesaid, or in any other manner to be had and levied, of the said Manor and Premises above mentioned, with the Appurtenances, shall be and enure, and shall be adjudged, esteemed and taken to be and enure, to and for the only proper Use and Behoof of the said C. D. and E. F. their Heirs and Assigns, whereby to make them Tenants of the Freehold of the said Premises. Yet nevertheless, to this End, Intent and Purpose, that the said C. D. and E. F. shall and will, on this side and before the end of *Michaelmas* Term next coming, permit and suffer the said G. H. and J. K. in due Form of Law, to sue forth and prosecute one Writ of Entry *sur Disseisin in le Poss*, returnable before his Majesty's said Justices of his said Court of *Common-Pleas* at *Westminster*, against them the said C. D. and E. F. of all and singular the said Manor and Premises above mentioned, and of every Part and Parcel thereof, with the Appurtenances, by such Names, Quantities, Qualities, and Number of Manors, Messuages, Acres and Things, and

The Recovery.

and in such sort, manner and Form, as by the said C. H. and T. K. or their Counsel learned in the Law, shall be reasonably devised or advised and required. Upon and upon which said Writ of Entry is to be brought, the said C. D. and E. F. shall appear and vouch to Warranty the said A. B. and the said A. B. shall appear *gratia*, (or, either in his own Person, or by his Attorney lawfully authorised) and enter into the said Warranty; and after his entry into the said Warranty, shall vouch over the common Vouchee, who shall likewise appear and enter into the said Warranty and Imparl, and afterwards make Default, to the end one perfect common Recovery (or, with double Voucher) shall and may thereof, (or, of all and singular the said Premises) be had, prosecuted and suffered in all things according to the usual Order and Form of common Recoveries for Assurance of Lands, Tenements and Hereditaments, in such Cases used and accustomed; and the same Recovery shall also be executed in due Form of Law, by one Writ of *Habere facias Seisnam* accordingly. And it is fully covenanted, granted, concluded and agreed upon, and declared by and between the said Parties to these Presents, for themselves, their Heirs and Assigns, that the said Recovery, so or in any other manner and form to be had and suffered, and also all and every other Recovery or Recoveries to be hereafter executed, had or suffered of the said Manor and

*Declaration of
the Uses.*

and Premises, or any part thereof, by or between the said Parties to these Presents, or by or between them or any of them, and any other Person or Persons, on this side and before the End of *Michaelmas* Term next coming, and the full force of them and every of them, and all other Assurance and Assurances of the said Premises, or any Part thereof, had or to be had or made between the said Parties or any of them, shall be and enure, and shall be adjudged, esteemed and taken, and are meant and intended to be and enure, to, for and upon the several Uses, Intents, Trusts and Purposes, and subjects to the several Provisoos and Agreements herein-after particularly mentioned, limited, expressed and declared, (that is to say) To the Use and Behoof of the said *A. B.* for and during the Term of his natural Life, without Impeachment of or for any manner of Waste, and with full Liberty to commit Waste; and from and after the Determination of that Estate by Forfeiture or otherwise, then to the Use and Behoof of the said *G. H.* and *J. K.* and their Heirs, for and during the natural Life of the said *A. B.* in Trust to preserve and support the ~~Conjugal~~ *Conjugal* Remainders herein-after limited, from being defeated or destroyed; and for that Purpose, to make ~~Writs~~ *Writs* or bring Actions, as the Case shall require. But nevertheless, to permit and suffer the said *A. B.* and his Assigns during his Life, to take the Repts, Issues and Profits of all
and

Husband for Life.

Wife for Life.

*First and other
Sons.*

and singular the said Manors and Premises, to and for his and their own Use and Benefit; and from and after the Decease of him the said A. B. then to the Use and Behoof of the said E. Wife of the said A. B. and her Assigns, for and during the Term of her natural Life, and from and after the Deceases of them the said A. B. and E. his Wife, then to the Use and Behoof of the first Son of the said A. B. on the Body of the said E. his Wife to be begotten, and of the Heirs Male of the Body of such first Son lawfully issuing; and for Default of such Issue, then to the Use of the second Son of the said A. B. on the Body of the said E. begotten, and the Heirs Male of the Body of such second Son lawfully issuing; and for Default of such Issue, then to the Use of the third Son of the said A. B. on the Body of the said E. begotten, and the Heirs Male of the Body of such third Son lawfully issuing; and for Default of such Issue, then to the Use and Behoof of the 4th, 5th, 6th, 7th, 8th, 9th and 10th Son and Sons, and of all and every other Son and Sons of the Body of the said A. B. on the Body of the said E. his said Wife to be begotten, severally, successively, and in remainder one after another, as they and each and every of them shall be in Seniority of Age, and Priority of Birth, and of the Heirs Male of the Body of all and every such Son and Sons lawfully issuing; the elder of every such Son and Sons,

Sons, and the Heirs Males of his Body
 issuing, always to be preferred, and to
 take before the younger of such Sons, and
 the Heirs Males of his Body issuing; and
 for Default of such Issue, and in case the
 said E. at the Death of the said A. shall be
 enfeoffed and with Child, then to the Use of
 the said E. until she the said E. shall be
 delivered of such Child; and in case such
 Child shall be a Son, then to the Use and
 Behoof of such after-born Son, and the
 Heirs Males of his Body lawfully issuing;
 and for Default of such Issue, then to the *Term to Tra-*
 Use and Behoof of the said G. H. and *stus.*
 J. K. their Executors, Administrators and
 Assigns, for and during the Term of 500
 Years thence next and immediately ensu-
 ing, fully to be compleat and ended, in
 Trust to and for all and every the Daugh-
 ter and Daughters of the said A. B. on the
 Body of the said E. to be begotten, in
 such manner as herein-after is mentioned
 touching the same Term; and from and
 after the End, or other sooner Determina-
 tion of the said Term of 500 Years, then
 to the Use and Behoof of the said A. B.
 his Heirs and Assigns for ever; and to and
 for none other Use, Intent and Purpose
 whatsoever. *Remainder.*

And it is covenanted, granted, concluded *Declaration of*
 and agreed upon by and between the *the Use of a*
 said Parties to these Presents; and hereby *Recovery to a*
 so declared, That the said Recovery so as *Man and his*
 aforesaid, or in any other manner to be *Heirs.*
 had and suffered; and all and every Fine
 and

and Fines, Recovery and Recoveries, Assurance and Assurances, Conveyance and Conveyances already had, made, levied, suffered, executed or acknowledged, or at any time hereafter to be had, made, levied, executed or acknowledged, of the said Premises above mentioned, or any Part thereof, either alone by it self, or jointly with any other Lands or Tenements, by or between the said Parties to these Presents, or by or between them, or any of them, and any other Person and Persons whatsoever, as for and concerning all and singular the said Messuage, Tenement, and Premises above mentioned, and every Part and Parcel thereof, with the Appurtenances, shall be and enure, and shall be adjudged, esteemed and taken to be and enure, to the only proper Use and Behoof of the said C. D. his Heirs and Assigns for ever, and to and for no other Use, Intent or Purpose whatsoever.

The Use.

Warranties.

*In a Bill of
Sale for Goods.*

AND I the said A. B. for my self, my Executors and Administrators, the said bargained Premises unto the said C. D. his Executors, Administrators and Assigns, against all Persons, shall and will warrant and for ever defend by these Presents.

*In a Bargain
and Sale of
Lands.*

And the said A. B. for him and his Heirs, the said Close, Tithes and Premises, and every Part thereof, against him and his Heirs, and against all and every other

other Person and Persons whatsoever, to the said C. D. his Heirs and Assigns, shall and will warrant, and for ever defend by these Presents.

And the said A. B. all and singular the said Manor and Premises, with the Appurtenances, unto the said C. D. his Heirs and Assigns, shall and will warrant, and for ever defend by these Presents. *In a Conveyance of Lands by Release, &c.*

And the said A. B. and his Heirs, the said Capital Messuage, Manor, Hereditaments and Premises above mentioned, with their and every of their Appurtenances, unto the said C. D. his Heirs and Assigns, and against him the said A. B. his Heirs and Assigns, and against the said, &c. and all and every Person and Persons, lawfully claiming or to claim from, by or under him, them, or any or either of them, shall and will warrant, and for ever defend by these Presents. *Another Warranty of the like Nature more extensive.*

Conclusion.

In Witness whereof, the Parties first above named, have to these present Indentures, interchangeably set their Hands and Seals the Day and Year above written.

THE HISTORY OF THE

REIGN OF

CHARLES THE FIRST

BY

JOHN BURNET

OF THE UNIVERSITY OF OXFORD

IN TWO VOLUMES

Vol. II.

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